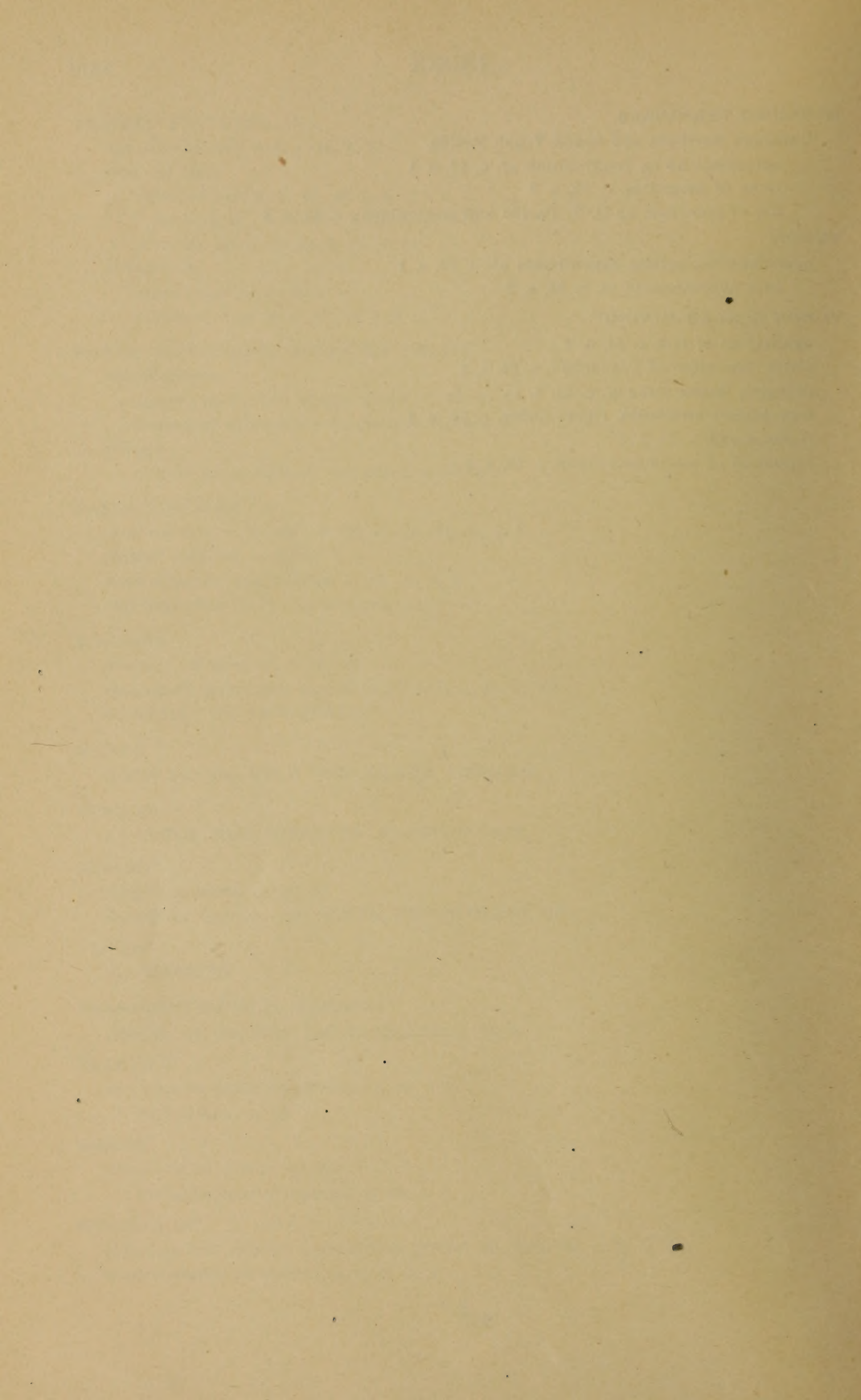


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ACTS
OF THE
PARLIAMENT
OF THE
DOMINION OF CANADA

PASSED IN THE SESSION HELD IN THE
SIXTH AND SEVENTH YEARS OF THE REIGN OF HIS MAJESTY
KING EDWARD VII.

BEING THE
THIRD SESSION OF THE TENTH PARLIAMENT

*Begun and holden at Ottawa, on the Twenty-second day of November, 1906,
and closed by Prorogation on the Twenty-seventh day of April, 1907*



HIS EXCELLENCY THE
RIGHT HONOURABLE SIR ALBERT HENRY GEORGE, EARL GREY
GOVERNOR GENERAL

VOL. II.
LOCAL AND PRIVATE ACTS

OTTAWA
PRINTED BY SAMUEL EDWARD DAWSON
LAW PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
ANNO DOMINI 1907



6 - 7 EDWARD VII.

CHAP. 55.

An Act to incorporate the Abitibi and Hudson Bay Railway Company.

[Assented to 27th April, 1907.]

WHEREAS a petition has been presented praying that it be Preamble.
enacted as hereinafter set forth and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House
of Commons of Canada, enacts as follows:—

1. Thomas George Brigham, Joseph Riopelle, Charles Mur- Incorporation.
phy, Harold Fisher, all of the city of Ottawa, and John Aylen,
of the town of North Bay, in the province of Ontario, together
with such persons as become shareholders in the company are
hereby incorporated under the name of "The Abitibi and Hud- Corporate
son Bay Railway Company," hereinafter called "the Company." name.

2. The persons named in section 1 of this Act are hereby Provisional
constituted the provisional directors of the Company. directors.

3. The capital stock of the Company shall be two million Capital
dollars. No one call thereon shall exceed ten per cent on the stock.
shares subscribed. Calls

4. The head office of the Company shall be in the city of Head office.
Ottawa.

5. The annual meeting of the shareholders shall be held on Annual
the second Monday in September. meeting.

6. The number of directors shall be not less than five nor Directors.
more than nine, one or more of whom may be paid directors.

7. The Company may lay out, construct and operate a rail- Line of
way of the gauge of four feet eight and one-half inches from a railway
described. point

point on the line of the National Transcontinental Railway, Eastern Division, between Frederick House River and Abitibi Lake, in the province of Ontario, to a point on James Bay, between Albany River, in the province of Ontario, and East Main River, in the province of Quebec.

Vessels. 8. The Company may, for the purposes of its undertaking, construct, purchase, hire or otherwise acquire, charter, own, control and operate steam and other vessels, boats and ferries for the conveyance of cars, passengers, merchandise and cargoes on all lakes, rivers and other navigable waters in connection with its undertaking; and may enter into agreements with the owners of vessels, boats and ferries for any of such purposes; and may generally carry on the business of ship owners and carriers by water in connection with its undertaking; and may, subject to the provisions of *The Railway Act*, make and collect charges for all services connected therewith.

Charges.

Warehousemen, wharfingers and forwarders. 9. The Company may carry on the business of warehousemen, wharfingers and forwarders, and for the purposes of such business may purchase, lease, construct or otherwise acquire, hold, enjoy and manage such lands, water lots, wharfs, docks, dock-yards, slips, warehouses, elevators, equipment for the handling and storage of ore and coal, offices and other buildings as it finds necessary and convenient for its undertaking; and may charge wharfage and other dues for the use of any such property.

Wharfage dues.

Powers. 10. The Company may, for the purposes of its undertaking,—

Development of lands, water-powers, etc. (a) acquire, utilize and develop such lands, water-powers, rights, easements and privileges in the vicinity of its line of railway, and construct, maintain and operate such dams, reservoirs, buildings and works, as are deemed advisable for the generation, transmission and distribution of electricity for light, heat, power or any other purpose in connection with its railway, vessels and other properties and works, and for the purpose of supplying water for the use of its railway, vessels and other properties and works; and may, subject to the approval of the Board of Railway Commissioners for Canada, supply, sell or otherwise dispose of any surplus water, electricity, electric or other power so developed or generated and not required for the purposes of the Company; and may take, hold and dispose of shares in, and enter into agreements with any company incorporated for any of the purposes aforesaid;

Construction of dams and buildings for electricity.

Shares in other companies.

Hotels and restaurants. (b) build, purchase, lease or otherwise acquire, manage or control, at such points or places along its line of railway as it deems advisable, buildings for hotels and restaurants; and may purchase, lease and hold the land necessary for such purposes; and may carry on business in connection therewith, and

afford such facilities as may tend to the comfort and convenience of the travelling public; and may let any such building for such purposes; and may acquire, hold and dispose of shares in any incorporated company having for one of its objects the exercise of any of the powers by this section conferred upon the Company, and may enter into agreements with any such company respecting any of such buildings, lands, facilities or business;

(c) purchase, lease and hold lands required for, and lay out, establish and manage parks and pleasure grounds, and give a lease thereof to, or contract with any person for the use thereof, upon such terms as the Company deems expedient.

11. The securities issued by the Company in respect of its railway shall not exceed forty thousand dollars per mile, and such securities may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Issue of securities.

12. The Company may, from time to time, issue bonds, debentures, perpetual or terminal debenture stock or other securities for the construction or acquisition of any vessels, properties or works, other than the railway which the Company is authorized to construct, acquire or operate; but such bonds, debentures, perpetual or terminal debenture stock or other securities shall not exceed in amount the value of such vessels, properties and works.

Issue of securities for other purposes.

2. For the purpose of securing the issue of such bonds, debentures, debenture stock or other securities the Company may execute mortgages upon such property, assets, rents and revenues of the Company, present or future, other than the railway, as is described therein.

Execution of mortgages.

3. All the provisions of sections 136 to 148, both inclusive, of *The Railway Act* shall, so far as they are applicable, apply to such bonds, debentures, debenture stock or other securities or mortgages.

R.S., c. 37 to apply.

13. The Company may, subject to the provisions of *The Railway Act*, construct and operate telegraph and telephone lines upon and along its railway, and may establish offices for, and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such telegraph and telephone lines, the Company may, subject to the said Act, enter into contracts with any companies having power to construct or operate telegraph or telephone lines, for the exchange or transmission of messages or for the working, in whole or in part, of the lines of the Company.

Telegraph and telephone lines.

R.S., c. 37.

2. No tolls or charges shall be demanded or taken from any person for the transmission of any message by telegraph or telephone, or for leasing or using the telegraphs or telephones of the Company until such tolls or charges have been approved of by

Rates to be approved.

the Board of Railway Commissioners for Canada and such tolls and charges shall be subject to revision from time to time by the said Board.

R.S., c. 126.

3. Part II. of *The Telegraphs Act* shall apply to the telegraphic business of the Company.

Agreements
with other
companies.

14. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Company may enter into agreements with all or any of the companies hereinafter named for any of the purposes specified in the said section 361, such companies being the Grand Trunk Pacific Railway Company, the Temiskaming and Northern Ontario Railway Company, the Canadian Pacific Railway Company and the Grand Trunk Railway Company of Canada.

OTTAWA: Printed by SAMUEL EDWARD DAWSON, Law Printer to the King's most Excellent Majesty.



6 - 7 EDWARD VII.

CHAP. 56.

An Act respecting the Alberta Central Railway Company.

[Assented to 12th April, 1907.]

WHEREAS the Alberta Central Railway Company has by Preamble. its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: 1901, c. 44.
Therefore His Majesty, by and with the advice and consent of 1903, c. 75;
the Senate and House of Commons of Canada, enacts as 1905, c. 51.
follows:—

1. Section 1 of chapter 44 of the statutes of 1901 is hereby 1901, c. 44,
amended by inserting after the words "William A. Moore" in s. 1, amended
the first line thereof, the words "John J. Gaetz, John Carlyle Incorpora-
Moore." tors.

2. Section 5 of the said chapter is hereby amended by sub- 1901, c. 44,
stituting the words "town of Red Deer, in the province of s. 5, amended
Alberta" for the words "city of Toronto." Head office.

3. The construction of the railway of the Alberta Central Extension of
Railway Company may be commenced and fifteen per cent of time for
the amount of the capital stock expended thereon within two construction
years after the passing of this Act, and the railway finished and of railway.
put in operation within five years after the passing of this Act, 1905, c. 51,
and if the railway is not so commenced and such expenditure s. 1.
is not so made or if the railway is not finished and put in operation,
within the said respective periods, the powers of construction
granted to the said Company by Parliament shall cease
and be null and void as respects so much of the railway as then
remains uncompleted.

4. Chapter 51 of the statutes of 1905 is hereby repealed.

Repeal of
1905, c. 51,
limiting
time.

5.

Agreements
with other
companies.

R.S., c. 37.

5. Subject to the provisions of sections 361, 362 and 363, of *The Railway Act*, the Company may enter into agreements with the Grand Trunk Pacific Railway Company and the Canadian Northern Railway Company, for any of the purposes specified in the said section 361.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 57.

An Act respecting the Algoma Central and Hudson Bay Railway Company.

[Assented to 27th April, 1907.]

WHEREAS the Algoma Central and Hudson Bay Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.
1899, c. 50,
1900, c. 49,
1901, c. 46,
1902, c. 38,
1905, c. 53,
1906, c. 54.

1. The railway of the Company authorized by chapter 46 of the statutes of 1901 shall be commenced within two years and finished and put into operation within five years after the passing of this Act, otherwise the powers of constructing the said railway shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

Extension of
time for
construction.
1901, c. 46;
1905, c. 53,
s. 2.

2. Section 6 of chapter 50 of the statutes of 1899 is hereby repealed and the following is substituted therefor:—

1899, c. 50,
new s. 6.

“6. The annual meeting of the shareholders shall be held on the third Wednesday in September.”

Annual
meeting.

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6 - 7 EDWARD VII.

CHAP. 58.

An Act to incorporate the Alsek and Yukon Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS a petition has been presented praying that it be Preamble.
enacted as hereinafter set forth, and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House
of Commons of Canada, enacts as follows:—

1. George Alexander McDougal and John Patrick Smith, Incorporation.
both of Dawson, in the Yukon Territory, Falcon Joslin, of Fair-
banks, Alaska, Charles E. Winn-Johnson and Benjamin Leach
Allen, both of the city of New York, in the United States,
together with such persons as become shareholders in the
company, are incorporated under the name of "The Alsek and
Yukon Railway Company," hereinafter called "the Company." Corporate name.

2. The undertaking of the Company is declared to be a work Declaratory.
for the general advantage of Canada.

3. The persons named in section 1 of this Act are constituted Provisional directors.
provisional directors of the Company.

4. The capital stock of the Company shall be ten million Capital stock.
dollars. No one call thereon shall exceed ten per cent on the
shares subscribed.

5. The head office of the Company shall be in the city of Head office
Ottawa, in the province of Ontario.

6. The annual meeting of the shareholders shall be held on Annual meeting.
the second Monday in September.

Number of directors. **7.** The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors.

Line of railway described. **8.** The Company may lay out, construct, and operate a railway of the gauge of four feet eight and one-half inches from a point in the province of British Columbia on the international boundary, where the said boundary crosses the Klihini river, at or near Pleasant Camp; thence extending northwesterly along the valleys of the Klihini, Tatsenshini, Shakwak and Alsek rivers; thence northwesterly along the shores of Kluane lake and the valleys of the Donjek and White rivers, by the most feasible route, to a point on the international boundary between the Yukon Territory and Alaska, between the sixty-second and sixty-fourth parallels of latitude.

Issue of securities. **9.** The securities issued by the Company shall not exceed fifty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Agreements with other companies. **10.** Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Company may enter into agreements with all or any of the companies hereinafter named for any of the purposes specified in the said section 361, such companies being the Haines Mission and Boundary Railroad Company and Tanana Valley Railway Company.

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6 - 7 EDWARD VII.

CHAP. 59.

An Act respecting the Annuity Company of Canada.

[Assented to 22nd March, 1907.]

WHEREAS the Annuity Company of Canada has by its Preamble.
petition prayed that it be enacted as hereinafter set
forth, and it is expedient to grant the prayer of the said petition: 1905, c. 55.
Therefore His Majesty, by and with the advice and consent of
the Senate and House of Commons of Canada, enacts as fol-
lows:—

1. Subsection 1 of section 7 of chapter 55 of the statutes of Section 7
1905 is amended by adding the words:—"and the Company amended.
may effect contracts of life insurance with any persons, and Business of
may grant endowments, and generally carry on the business of Company.
life insurance in all its branches and forms."

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most Excellent Majesty.



6 - 7 EDWARD VII.

CHAP. 60.

An Act for the relief of Celina Kingan Ansley.

[Assented to 12th April, 1907.]

WHEREAS Celina Kingan Ansley, presently residing at the Preamble.
city of Toronto, in the province of Ontario, wife of
George Herbert Ansley, formerly of the said city of Toronto,
commercial traveller, now residing at the city of Montreal, in
the province of Quebec, has by her petition alleged, in effect,
that they were lawfully married on the 6th day of February,
A.D. 1893, at the town of Covington, in the state of Kentucky,
one of the United States of America, she then being Celina
Kingan Leggatt, spinster, of the said city of Montreal; that the
legal domicile of the said George Herbert Ansley was then and
is now in Canada; that at the said city of Toronto on or about
the twenty-fifth day of February, A.D. 1906, and between that
date and the second day of March, A.D. 1906, he committed
adultery; that she has not connived at nor condoned the said
adultery; that there has been no collusion, directly or indirectly,
between him and her in the proceedings for divorce; and whereas
by her petition she has prayed for the passing of an Act dissolving
her said marriage, authorizing her to marry again, and affording
her such other relief as is deemed meet; and whereas the said
allegations have been proved, and it is expedient that the
prayer of her petition be granted: Therefore His Majesty, by
and with the advice and consent of the Senate and House of
Commons of Canada, enacts as follows:—

1. The said marriage between Celina Kingan Ansley and Marriage dissolved.
George Herbert Ansley, her husband, is hereby dissolved, and
shall be henceforth null and void to all intents and purposes
whatsoever.

2. The said Celina Kingan Ansley may at any time hereafter Right to marry again.
marry any man whom she might lawfully marry if the said
marriage with the said George Herbert Ansley had not been
solemnized.



6-7 EDWARD VII.

CHAP 6J.

An Act respecting the Athabasca Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Athabasca Railway Company has by its Preamble. petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: 1905, c. 58. Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Athabasca Railway Company may extend its line of railway from a point at or near Fort McMurray, at the junction of the Athabasca and Clearwater rivers, northerly to Fort Smith on the Slave river. Extension authorized.

2. Section 12 of chapter 58 of the statutes of 1905 is repealed, 1905, c. 58, and the following substituted therefor:— new s. 12.

"12. The securities issued by the Company shall not exceed twenty-five thousand dollars per mile of the railways and may be issued only in proportion to the length of the railways constructed or under contract to be constructed." Issue of securities.

3. The said Company may commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not completed and put in operation within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects such portion of the railway as then remains uncompleted. Time for construction of railway extended.



6 - 7 EDWARD VII.

CHAP. 62.

An Act respecting the Athabaska Northern Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Athabaska Northern Railway Company has by Preamble.
its petition prayed that it be enacted as hereinafter set 1905, c. 57.
forth, and it is expedient to grant the prayer of the said petition:
Therefore His Majesty, by and with the advice and consent of
the Senate and House of Commons of Canada, enacts as fol-
lows:—

1. The Athabaska Northern Railway Company may com- Time for
construction
extended.
mence the construction of its railway, and expend fifteen per
cent of the amount of its capital stock thereon, within two
years after the passing of this Act, and may complete its rail-
way and put it in operation within five years after the passing
of this Act; and if the said railway is not so commenced and
such expenditure is not so made, or if the said railway is not
completed and put in operation within the said periods respec-
tively, the powers of construction conferred upon the said
Company shall cease and be null and void as respects so much
of the said railway as then remains uncompleted.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 63.

An Act respecting the Atlantic, Quebec and Western Railway Company.

[Assented to 27th April, 1907.]

WHEREAS the Atlantic, Quebec and Western Railway Com- Preamble.
pany has by its petition prayed that it be enacted as
hereinafter set forth, and it is expedient to grant the prayer of Que. 1901,
the said petition: Therefore His Majesty, by and with the advice c. 63.
and consent of the Senate and House of Commons of Canada, 1903, c. 81;
enacts as follows:— 1905, c. 59.

1. Subsection 3 of section 4 of chapter 81 of the statutes of 1903, c. 81,
1903 is repealed and the following is substituted therefor:— s. 4 amended.

“3. Should the Company acquire the lines of the Atlantic and Payment of
Lake Superior and the Baie des Chaleurs Railways by purchase, claims
lease, transfer, judicial sale or otherwise, it shall be held liable against cer-
for claims on those roads for labour, board, material, right of tain railway
way, and damages, including undischarged and prescribed companies.
claims, to an amount not exceeding in the aggregate fifty thousand
dollars—the said amount, if insufficient to pay all such
claims, to be distributed ratably in accordance with a report of
a commissioner to be appointed by the Governor in Council for
the purpose of determining the validity and amount of such
claims.”

2. The following sections are added immediately after section Sections
4 of the said Act:— added.

“4A. The Company may also lay out, construct and operate Branch line
a railway from a point on the Baie des Chaleurs Railway at or authorized.
near Matapedia in the county of Bonaventure, in the province
of Quebec, thence through the counties of Restigouche, Victoria
and Madawaska, in the province of New Brunswick, to a point
at or near Edmundston on the St. John river, in the province of
New Brunswick.

Time for
construction
limited.

"2. The construction of the said railway shall be commenced within two years after the passing of this Act, and the said railway shall be completed and put in operation within five years after the passing of this Act, otherwise the powers of construction shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

Railways
may be
purchased.

"4B. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the railway from Matapedia to a point between New Carlisle and Paspebiac, known as the Baie des Chaleurs section of the Atlantic and Lake Superior Railway Company (hereinafter referred to as the Matapedia section,) and such other railways, rights, privileges and assets of the Atlantic and Lake Superior Railway Company and of the Baie des Chaleurs Railway Company as are or may be charged or mortgaged in favour of the trustees of the bondholders of both the said railway companies, may, at any time after the passing of this Act, be purchased by the Company and may be sold by the said trustees to the Company upon the terms and conditions hereinafter contained.

Purchase
price.

"2. In the event of a purchase being made as herein provided the purchase price of the railways and such other rights, privileges and assets mentioned in subsection 1 of this section shall be such a sum as may be agreed upon between the Company and the trustees for the bondholders of the Atlantic and Lake Superior Railway Company and of the Baie des Chaleurs Railway Company, and shall be satisfied by the payment in cash or by the issue to the said trustees jointly, or their nominees, of registered bonds or debentures secured on the Matapedia section to such an amount and having attached thereto such rights and priorities as may be agreed between the Company and the said trustees who shall transfer the said Matapedia section and all rights, privileges and assets as may be agreed upon free from all liens, mortgages and encumbrances.

Railway
to vest
free from
claims.

"3. Immediately on satisfaction of the purchase price in the manner provided by subsection 2 of this section, the Matapedia section, together with all lands, rights of way, franchises, subsidies, powers, rights, privileges and assets of every description at the passing of this Act thereto belonging or used therewith, shall vest in the Company freed and discharged from all claims of Henry Macfarlane and of any one claiming through him, whether under the provisions of chapter 97 of the statutes of 1891, respecting the Baie des Chaleurs Railway Company, or any other Act of Canada, special or general, and from all claims by the trustees of the bondholders of the Atlantic and Lake Superior Railway Company appointed by virtue of a deed of trust vesting in them the property of the said company, or under chapter 48 of the statutes of 1901, respecting the Atlantic and Lake Superior Railway Company, and from all other liens, encumbrances, debts, claims and demands, whether statutory or by deed, or of any other kind whatsoever.

1891, c. 97.

1901, c. 48.

"4. Any other railways, rights, privileges or assets of the Atlantic and Lake Superior Railway Company purchased by the Company, as in subsection 1 of this section provided, and paid for as provided in subsection 2 of this section, shall vest in the Company at such date as may be fixed by the agreement for the purchase thereof, and so vested shall be free from all liens, encumbrances, debts, claims and demands, whether statutory or by deed, or of any other kind whatever.

Vesting of other railways, rights, etc.

"5. The Company may create and issue bonds, debentures or perpetual or terminable debenture stock in payment of the purchase price of the Matapedia section or of any railways, rights, privileges or assets referred to in the preceding subsections of this section, and such bonds, debentures or perpetual or terminable debenture stock shall, subject to the provisions of *The Railway Act*, be a first charge and mortgage on the said Matapedia section and on its franchise, undertaking, tolls and income, rents and revenues; or the Company may, in payment of such purchase price, issue bonds, debentures, or perpetual or terminable debenture stock, in two series having respectively a first and a second charge and mortgage on the said Matapedia section and on its franchise, undertaking, tolls and income, rents and revenues; and the Company may further issue bonds, debentures, or perpetual or terminable debenture stock, secured on the said Matapedia section or the said other railways, for the purpose of altering or improving the said Matapedia section or the said other railways and for the purposes of the Company; provided that the total of the aforesaid issues shall not exceed in all forty-five thousand dollars per mile of the said Matapedia section or railways.

Issue of bonds on railway purchased.

"6. The joint receipt, in writing, of the trustees for the bondholders of the Atlantic and Lake Superior Railway Company and of the trustees for the bondholders of the Baie des Chaleurs Railway Company under their hand for the purchase price shall be conclusive evidence of its having been satisfied in the manner required by subsection 2 of this section.

Evidence of payment of purchase price.

"4c. Nothing in this Act shall be deemed to require the payment to the Baie des Chaleurs Railway Company or the Atlantic and Lake Superior Railway Company, or their or either of their successors, purchasers or assigns, of any bonus or subsidy heretofore authorized by any municipality to be paid to either of the said companies, and every such bonus and subsidy which has not heretofore lapsed shall be deemed to have lapsed upon the passing of this Act."

As to certain municipal bonuses.

3. Section 7 of the said Act is repealed and the following is substituted therefor:—

New section 7.

"7. The capital stock of the Company shall be five million dollars. No one call thereon shall exceed ten per cent on the shares subscribed."

Capital stock.

New
section 8.

4. Section 8 of the said Act is repealed and the following is substituted therefor:—

Annual
meeting.

"8. The annual meeting of the shareholders shall be held on the last Wednesday in October."

New
section 9.

5. Section 9 of the said Act is repealed and the following is substituted therefor:—

Directors.

"9. The number of directors shall be fixed by a resolution of the Company, but shall be not less than five nor more than eleven."

Section
added.

6. The following section is added immediately after section 9 of the said Act:—

Agreements
with other
companies.

"9A. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Company may enter into agreements with all or any of the companies hereinafter named for any of the purposes specified in the said section 361, such companies being the Grand Trunk Pacific Railway Company, the Canadian Pacific Railway Company, the Canadian Northern Railway Company, the Temiscouata Railway Company, the International Railway Company, the Tobique Valley Railway Company, the Quebec Oriental Railway Company, the Gaspesian Railway Company, and with the Government of Canada with respect to the Intercolonial Railway."

New s. 10.

7. Section 10 of the said Act is hereby repealed and the following is substituted therefor:—

Bond issue
limited.

"10. The Company may issue bonds, debentures or other securities to the extent of forty-five thousand dollars per mile of the railway and branches, and such bonds, debentures or other securities may be issued only in proportion to the length of the railway constructed or under contract to be constructed, acquired or to be acquired, and shall be secured by mortgage upon the railway and all property incident thereto."

Savings
clause.

2. Nothing in this section contained shall affect the rights, privileges or priorities of holders of the existing bonds.

Sections
added.

8. The following sections are added immediately after section 10 of the said Act:—

Power to
issue bonds
and stock
in lieu of
securities
already
authorized.

"10A. The directors may, subject to the provisions of *The Railway Act*, and subject to the provisions herein contained, create and issue consolidated bonds or perpetual or terminable debenture stock to be exchanged for the bonds, debentures or other securities issued or authorized to be issued under the provisions of section 10 of chapter 81 of the statutes of 1903, or of this Act; provided that the total amount of consolidated bonds or debenture stock issued or to be issued under the provisions of this section, shall not exceed in all forty-five thousand dollars per mile of all railways acquired or to be acquired, constructed, or under contract to be constructed.

1903, c. 81.

Total
borrowing
power
limited.

"10B. The Company may divide its railways into sections, which may consist of such parts thereof and be designated and known by such titles as the directors determine. Division of railway into sections.

"2. The Company may, subject to the provisions of *The Railway Act*, issue the securities authorized to be issued by this Act separately in respect of any section up to forty-five thousand dollars per mile of railway of such section, and such sum may be made up of one or more issues of such securities which shall, subject to the provisions of *The Railway Act*, have attached thereto such rights and priorities, and shall be a charge upon, and be limited to, the particular section in respect of which respectively they are issued, and upon the rents and revenues thereof, and upon the property of the Company of or belonging to such section or sections, as the Company sees fit; provided that nothing in this Act shall in any way affect, or authorize the Company to affect, the rights and priorities of the holders of any bonds of the Company issued under section 4B of this Act, or under section 10 of chapter 81 of the statutes of 1903. Issue of securities upon sections.

Amount limited.

Rights of other bondholders secured.

"3. Securities issued under the powers in this section conferred may be exchanged for consolidated bonds or debenture stock. Exchange of securities.

"10c. The Company may, for the purposes of its undertaking in connection with its railways,— Powers of Company.

"(a) acquire lands, water-courses and water-powers, and erect, make use of and administer shops and works, manufacture machines and machinery for producing, transmitting and distributing electric and any other motive power; Lands, water-powers and electricity.

"(b) build and maintain works and stations for developing electric power, and acquire or lease works and stations from any electric company; Works and stations.

"(c) acquire rights in patents of invention, franchises or patent rights, and dispose of such rights; Patent rights.

"(d) sell or lease any surplus power it may produce or acquire, either water or other power, by converting it into electricity or other power, for the distribution of light, heat or motive power, or for any purposes to which electricity or any other power may be applied, with the right to transmit such power; Disposal of surplus power.

"(e) build, acquire, maintain, operate and dispose of hotels, factories, mills, water-works and works for manufacturing purposes; Factories, etc.

"(f) acquire, develop, work and dispose of mines, minerals, mining rights, timber, timber lands and colonization lands, and crush, smelt, reduce, amalgamate or otherwise treat and dispose of the ores and products of any such mines, or engage in mining and lumbering operations, or in the manufacture and sale of the products thereof, or settle, cultivate or colonize such lands; Mines, timber lands, etc.

"(g) build, acquire, maintain, operate, make, use and dispose of tramways, motor vehicles, basins, docks, jetties, wharfs, sheds, viaducts, aqueducts, mill races and dams, ditches, water-courses, mills, grain elevators, warehouses or other buildings and works along its line or at its termini. Tramways, docks, elevators, warehouses, etc.

Vessels. "10D. The Company may, for the purposes of its undertaking, build, purchase, hire, or otherwise acquire, charter, own, control and operate steam and other vessels for the carriage of passengers, mails and cargo on the high seas and on any lakes, rivers or other navigable waters within the limits of Canada; and may enter into agreements with owners of such vessels for any of such purposes; and may purchase grain and other freight for cargo, and sell or otherwise dispose thereof, and of such vessels; and may generally carry on the business of ship-owners and carriers by water in connection with its undertaking; and may take and hold, either in the name of the Company or in the name of some person as trustee for the Company, and dispose of, shares in any incorporated company having for one of its objects the exercise of any of the powers by this section conferred upon the Company.

Freight.

Shares in other companies.

Charges for storage, etc. "10E. The Company may—

"(a) charge on all property placed with it, or in its custody, such fair remuneration as is fixed by the directors, for storage, warehousing, wharfage, dockage, cooperage, or any other care or labour in or about any such property on the part of the Company, over and above the regular freight and primage upon any such property carried, or contracted to be, or intended to be carried by it;

Lien for charges. "(b) recover all charges and moneys paid or assumed by it, subject to which goods come into its possession, and without any formal transfer shall have the same lien for the amount thereof upon such goods as the persons to whom such charges were originally due had upon such goods while in their possession; and the Company shall be subrogated by such payment to the rights and remedies of such persons for such charges;

Sale of property to recover charges. "(c) on non-payment of freight advances and other charges due upon goods or property in its possession or under its control, sell at public auction the goods whereupon such advances and other charges have been made or incurred, and retain the proceeds, or so much thereof as is due to the Company, together with the costs and expenses incurred in and about such sale, and shall return the surplus (if any) to the owner of such goods or property; but before any such sale takes place thirty days' notice of the time and place thereof and of the amount of the charges or moneys payable to the Company in respect of such goods or property shall be given by registered letter, transmitted through the post office to the last known address of the owner of any such goods or property, except in the case of perishable goods or effects which may be sold after the expiration of one week, or sooner if necessary, unless otherwise provided in the contract between the parties.

Notice of sale.

Aid to settlers. "10F. The Company may, for the purpose of promoting the settlement and cultivation of any lands served by its railways, or acquired by it, or granted to it as subsidies, enter into agreements with actual or intending settlers, and for this purpose

may aid such settlers by making advances secured upon such lands or otherwise, and may construct and operate, or aid in, or subscribe towards the construction, maintenance and improvement of roads, viaducts, aqueducts, ditches, flumes, saw and grist mills and other similar works."

OTTAWA: Printed by SAMUEL EDWARD DAWSON, Law Printer to the King's most Excellent Majesty.



6-7 EDWARD VII.

CHAP 64.

An Act to incorporate the Bonaventure and Gaspé Telephone Company, Limited.

[Assented to 12th April, 1907.]

WHEREAS a petition has been presented praying that it be ^{Preamble.} enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. John Hall Kelly and Albert Caldwell, both of New Carlisle, ^{Incorporation.} Walter Hamon, John P. LeGrand and Eugene Bouillon, of Paspébiac, W. J. Enright, of Port Daniel, R. H. Montgomery, of New Richmond, R. N. LeBlanc, of Bonaventure, all of the county of Bonaventure, in the province of Quebec, and W. H. Wiggs, of the city of Quebec, in the province of Quebec, together with such persons as become shareholders in the Company, are incorporated under the name of “The Bonaventure and Gaspé Telephone Company, Limited,” hereinafter called “the Com- ^{Corporate name.}pany.”

2. The persons named in section 1 of this Act shall be the ^{Provisional directors.} provisional directors of the Company, a majority of whom shall be a quorum; and they may forthwith open stock books and procure subscriptions of stock and receive payments on account of stock, and may cause surveys and estimates to be made, and may carry on the business of the Company; and they shall deposit in a chartered bank in Canada all moneys received by them on account of stock subscribed, which moneys shall not be withdrawn except for the purposes of the undertaking, or upon the dissolution of the Company, for any cause whatsoever.

3. The capital stock of the Company shall be one hundred ^{Capital stock.} thousand dollars, divided into shares of one hundred dollars

each, and may be issued in whole or in part, and may be called up from time to time and in such manner as the directors determine; but no one call shall exceed fifty per cent on the shares subscribed, and there shall be an interval of at least thirty days between calls.

Increase of
capital stock.

4. The capital stock may, after the whole thereof has been subscribed, and at least fifty per cent thereon has been paid up in cash, be increased from time to time by resolution of the directors, confirmed by two-thirds in value of the shareholders present or represented by proxy at any annual meeting, or at any special general meeting of the shareholders called for that purpose, in either case on thirty days' notice, to such an amount not exceeding one hundred and fifty thousand dollars additional, as the shareholders deem necessary.

First general
meeting.

5. As soon as fifty thousand dollars of the capital stock has been subscribed and allotted and paid into some chartered bank in Canada, the provisional directors shall call a meeting of the shareholders for the election of directors, and for the transaction of such other business as may be transacted at the annual meeting of the Company.

Notice of
general
meeting.

2. Notice of such meeting shall be sufficiently given by mailing the notice, by registered letter, at least ten days previous to the date of such meeting, to the last known post office address of each shareholder.

Number of
directors and
quorum.

6. The number of the directors shall be not less than five nor more than nine, one or more of whom may be paid directors, and a majority of whom shall be a quorum.

Head office.

7. The head office of the Company shall be at New Carlisle, in the county of Bonaventure, in the province of Quebec.

Annual
meeting.

8. The annual meeting of the Company shall be held on the first Thursday of September in each year.

R.S., c. 79.

9. Section 141 of *The Companies Act* shall not apply to the Company.

Business of
Company.
Telephone
and telegraph
lines.

10. The Company may—

(a) construct, purchase, lease or otherwise acquire, maintain and operate lines of electric telephone and telegraph, over land or under water, or both, between any places in the counties of Bonaventure and Gaspé, in the province of Quebec, and any places in the counties of Restigouche and Gloucester, in the province of New Brunswick;

Branch lines.

(b) construct, purchase, lease or otherwise acquire, maintain and operate extensions of the lines hereby authorized to any places in the province of Quebec and to any places in the province of New Brunswick;

- (c) construct, manufacture, purchase, lease or otherwise acquire, lay, erect, maintain, use and operate all such cables, wires, poles, conduits, works, structures, buildings, plant, machinery, apparatus, appliances, implements, materials and supplies as may be necessary for the purposes of the Company's undertaking or as may appertain to its business; and dispose of the same; Works,
plant, etc.
- (d) for the purposes of the Company's undertaking, construct, purchase, lease or otherwise acquire, charter, maintain and operate steamships and other vessels for the laying, maintenance and operation of submarine and subaqueous cables; Vessels.
- (e) acquire and use any privilege granted by any federal, provincial or municipal authority; and acquire, use and dispose of any invention, letters patent of invention, or the right to use any inventions in any way connected with or appertaining to its business; Patent rights.
- (f) establish offices for the transmission and reception of messages. Offices.

11. Except as provided by section 13 of this Act, the Company, or any company whose line of telephone or telegraph is leased by the Company or under its control, shall not at any time be amalgamated with any company possessing powers similar to those of the Company; and any such amalgamation and any arrangement for making a common fund or pooling the earnings or receipts of the Company, or of any company whose line of telephone or telegraph is leased by the Company or under its control, with any company possessing powers similar to those of the Company, shall be absolutely void. Amalgamation
prohibited.

12. Except as provided by section 13 of this Act, the Company shall not sell, dispose of, or transfer any of its stock, or its rights, powers, privileges, charter or franchises, to any company possessing powers similar to those of the Company; nor shall the Company purchase or acquire or accept the transfer of any of the stock of any company possessing powers similar to those of the Company. Sale to, or
acquisition
of, similar
company
prohibited.

13. The Company may, however, by a resolution of the directors, confirmed by two-thirds in value of the shareholders present, or represented by proxy, at any annual meeting or at any special general meeting of the shareholders called for the said purpose, and if the said resolution has also been approved by the Governor in Council, do all and every the things prohibited by sections 11 and 12 of this Act. Amalgamation or sale
allowed
under certain
conditions.

14. The Company may, for the purposes of operating its lines or exchanging and transmitting messages, enter into contracts with any companies having telegraph or telephone Agreements
with other
companies.

powers in Canada, or in any country adjacent thereto, and may connect its own lines with the lines of such companies.

Rates and charges.

R.S., c. 34,
ss. 355 to 360.
Control
of rates.

2. The Company may transmit messages for the public and collect rates or charges therefor.

3. Sections 355 to 360 and paragraph 29 of section 2 of *The Railway Act* shall apply to the Company and its undertaking, and the word "telephone" wherever used in the said sections and paragraph, shall be deemed to include "telegraph."

Telephone service to be furnished.

15. Upon the application of any person, within a city, town, village or other territory in which a telephone service is given, and where a telephone is required for any lawful purpose, the Company shall, with all reasonable despatch, furnish telephone instruments, and a proper and sufficient telephone service, of the latest improved design then in use in cities, towns, incorporated villages or townships of the same, or about the same, size as the place within which the person making such application resides, for any and all premises fronting upon or within one thousand feet of any highway, street, lane or other public communication or place along, over, under or upon which the Company has a main or branch telephone service or system, upon tender or payment of all proper charges and upon payment of rates semi-annually in advance.

Borrowing powers.

16. If authorized by by-law, sanctioned by a vote of not less than two-thirds in value of the subscribed stock of the Company represented at a meeting duly called for considering the by-law, the directors may, from time to time,—

- (a) borrow money upon the credit of the Company;
- (b) limit or increase the amount to be borrowed;
- (c) issue bonds, debentures, or other securities of the Company, to an amount not exceeding two hundred thousand dollars and pledge or sell them for such sums and at such prices, as are deemed expedient; but no such bonds, debentures or other securities shall be for a less sum than fifty dollars each;
- (d) hypothecate, mortgage or pledge the real or personal property of the Company, or both, to secure any bonds, debentures or other securities, and any money borrowed for the purposes of the Company.

R.S., c. 126.

17. Parts II. and III. of *The Telegraphs Act* shall apply to the Company.

Water and steam power.

2. The Company may, for the purposes of its undertaking, acquire and utilize water and steam power for the purposes of compressing air or generating electricity for lighting, heating or motor purposes, and may dispose of surplus power generated by the Company's works and not required for the undertaking of the Company, and, for the purposes of such acquisition, utilization and disposal, may construct, operate and maintain

lines for the conveyance of light, heat, power and electricity in the counties of Bonaventure and Gaspé.

18. The following sections of *The Railway Act* shall apply R.S., c. 37.
to the Company and to the construction and maintenance of R.S., c. 126.
the Company's works authorized either by this Act or by *The
Telegraphs Act*, namely, sections 245, 246, 247 and 248.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 65.

An Act respecting the British America Assurance Company.

[Assented to 12th April, 1907.]

WHEREAS the British America Assurance Company, hereinafter called "the Company," has by its petition prayed that it be enacted as hereinafter set forth; and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

1882, c. 99.
1893, c. 75.
1901, c. 90.
1904, c. 51.
1906, c. 64.

1. The by-law of the Company dated the thirty-first day of December, A. D. 1906, as set forth in the schedule to this Act, is hereby validated and confirmed.

By-law
validated.

2. The directors of the Company shall call in for cancellation the preference stock issued before the passing of the by-law set forth in the schedule to this Act, and shall give to the holders of the said preference stock, in lieu thereof, the option either of taking preference stock issued under the by-law of the thirty-first day of December, A. D. 1906, or of having all moneys paid by them to the Company for the said preference stock subscribed for by them repaid to them with interest thereon, at the rate of six per cent per annum, from the date of payment by them to the Company up to the time of repayment.

Cancellation
of preference
stock issued
before
December 31,
1906.

SCHEDULE.

THE BRITISH AMERICA ASSURANCE COMPANY.

BY-LAW.

To further amend the by-law creating an issue of Preference Stock of the Company.

Be it enacted by the directors of the British America Assurance Company as a by-law of the said Company as follows:—

The by-law passed on the 4th day of July, 1906, as amended by the by-law passed on the 23rd day of October, 1906, is hereby further amended and re-enacted so that the same shall be and read as follows:

Whereas an Act, being chapter 64 of the statutes of Canada, 1906, intituled "An Act respecting the British America Assurance Company," amending the Act incorporating the Company and certain amending Acts, the directors of the Company are authorized to make a by-law for creating and issuing any part of its capital stock as preference stock, giving it such preference and priority as respects dividends and in any other respect over ordinary or common stock as is declared by the by-law, and providing for the calling in and cancellation of the said preference stock and fixing the terms and conditions upon which it may be so called in and cancelled, subject to the said by-law being sanctioned by a vote of three-fourths of the shareholders present in person or represented by proxy at a general meeting of the Company called for considering the said by-law and representing two-thirds of the stock of the Company.

And whereas the directors deem it advisable that \$550,000 of the capital stock of the Company be created and issued as preference stock;

Now therefore it is enacted as follows:

1. That 22,000 shares of the capital stock of the Company of \$25 each, aggregating the par value of \$550,000, be and the same are hereby created and shall be issued as preference stock bearing fixed, cumulative, preferential, annual dividends of seven per cent, payable half-yearly as hereinafter provided, and the same shall be sold, allotted and issued by the directors of the Company as they may from time to time direct. Provided always that no part thereof shall be sold, allotted or issued at a less price than par and a premium of twenty-five per cent thereon.

2. That the said preference stock and the holders thereof from time to time are hereby given the preferences and priorities and rights following, viz.:—

- (a) A fixed, cumulative, preferential dividend on the par value of the said preference shares or on the amount paid on account at the rate of seven per centum per annum calculated from the respective dates of the payments on said shares shall be paid out of the net profits of the Company half yearly on such days of January and July in each year as the directors may determine, and if such dividend be not fully paid in any half year the amount of such dividend or portion thereof remaining unpaid from time to time shall be paid out of the net profits of the Company as soon as the same are available thereafter, and no dividend shall be declared or paid on the ordinary stock of the Company until after the payment in full of all such dividends or any unpaid portion thereof then payable on the preference stock, but in case any payment of dividend on such preference stock is not made when payable owing to lack of net

profits sufficient therefor the amount so payable and not paid shall not bear interest.

After the payment to the holders of preference stock of the said dividend of seven per centum per annum they shall not be entitled to any further dividend for the year in which such seven per cent has been paid.

(b) The preference stock hereby created and the holders thereof shall have the first claim and right to the assets of the Company superior to any claim or right of the ordinary stock of the Company or of the holders thereof, so that on any winding up of the Company's business or liquidation of its assets or any division of assets amongst the shareholders of the Company, the holders of preference stock as between themselves and the holders of ordinary stock shall receive payment in full for the par value of their stock before the holders of the ordinary stock receive anything.

(c) If on such winding up, liquidation or division of assets there be net profits available which but for such winding up, liquidation or division would be or have been payable by way of dividends upon said preference shares, then the holders of such preference shares shall, out of such net profits, be entitled to receive all arrears of dividends at the rate aforesaid, and dividends at said rate up to the time of the repayment of their capital, before the holders of ordinary shares receive anything.

(d) If on such winding up, liquidation or division of assets there be net profits available over and above the amount required for arrears of dividends and dividends under subclause (c) hereof, then the holders of such preference shares shall, out of such net profits, be entitled to receive a premium of twenty-five per cent upon the par value of such shares before the holders of ordinary shares receive anything.

(e) In calculating net profits for the purposes of subclauses (c) and (d) hereof the premium received by the Company on the sale of the preference shares hereby created shall be treated as profits.

3. The Company may from time to time call in and cancel the whole or parts of the preference stock hereby created on the following terms and conditions, viz.—

(a) Notice of the call in such form as the board of directors may approve of shall be published once a week for four weeks prior to the day fixed for the call in one newspaper published in the city of Toronto, and at least fifteen days prior to the day fixed for the call, such notice shall be sent by post, prepaid, to each preference shareholder entered on the books of the Company addressed to the post office address of such shareholder as given in said books.

(b) No call shall be for less than five per cent of the par value of the then outstanding preference shares.

(c) Upon or after the day fixed for the call it shall be the duty of every holder of preference shares to cause to be presented or sent to the Company at the place stated in the notice

of call, the stock certificates representing the shares held by such shareholder in order that the Company may write or stamp thereon the fact of such call and the payment made thereunder, and upon such certificates being so presented or sent in, the Company shall pay to the shareholder the amount of the percentage of the shares as called, together with the premium of twenty-five per cent upon such amount, and all arrears of dividends on said shares (if any), also a dividend on the amount of said percentage at the rate of seven per cent per annum calculated from the date of the last dividend paid on the shares.

Provided always that if the said stock certificates be not presented on or before the date fixed for the call, no dividend subsequent to such date shall be paid on the percentage so called.

Provided further that on proof satisfactory to the Board that a certificate has been lost or destroyed the Board may dispense with the production thereof on such terms as to security and otherwise as they may deem proper.

Provided also that on consent of the holders of all outstanding preference shares the giving of notice of call by publication or post may be dispensed with.

4. From time to time as payments are made on preference shares called for cancellation the amounts paid on the par value thereof shall cancel and extinguish the shares to such amounts, and the preference stock of the Company shall be thereby reduced accordingly, and as far as possible the amounts paid shall be applied in cancellation of entire shares, so that there may remain as few broken shares as possible.

5. The form of stock certificate representing the preference stock hereby created and the form and manner of transfer of the shares represented thereby shall be such as the Board of directors may approve of.

Passed by the Board of Directors of the British America Assurance Company on the 31st day of December, A.D. 1906.

Sealed with the Company's seal and countersigned by the president and secretary.

Certified to be a true copy, 2nd February, 1907.

[Seal.]

P. H. SIMS,
Secretary

OTTAWA: Printed by SAMUEL EDWARD DAWSON, Law Printer to the King's most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 66.

An Act to confirm certain agreements between the British Columbia Electric Railway Company, Limited, the Canadian Pacific Railway Company, Lord Strathcona and Mount Royal, and Richard B. Angus, and between the Canadian Pacific Railway Company, the British Columbia Electric Railway Company, Limited, the Vancouver and Lulu Island Railway Company, Lord Strathcona and Mount Royal, and Richard B. Angus.

[Assented to 22nd March, 1907.]

WHEREAS the British Columbia Electric Railway Company, Limited, the Canadian Pacific Railway Company and the Vancouver and Lulu Island Railway Company have by their petitions prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petitions: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

1. Subject to the provisions of *The Railway Act*, the agreement between the British Columbia Electric Railway Company, Limited, the Canadian Pacific Railway Company and Lord Strathcona and Mount Royal and Richard B. Angus, dated July ninth, one thousand nine hundred and four, in schedule A hereto, and the agreement between the Canadian Pacific Railway Company, the British Columbia Electric Railway Company, Limited, the Vancouver and Lulu Island Railway Company and Lord Strathcona and Mount Royal and Richard B. Angus, dated April nineteenth, one thousand nine hundred and five, set forth in schedule B hereto, are, and each of them is, hereby confirmed and declared to be legal and binding upon the respective parties thereto, and such respective parties may do whatever is necessary in order to give effect to the substance and intention of the said agreements.

Agreements
in schedule
confirmed.

Agreements
with other
companies.

2. The Canadian Pacific Railway Company may enter into any agreement or arrangement provided for in and subject to the provisions of section 364 of *The Railway Act*, with the British Columbia Electric Railway Company, Limited, in respect of any portion of the railway system of the Canadian Pacific Railway Company in British Columbia.

SCHEDULE A.

This agreement made the ninth day of July, A.D. 1904, between the British Columbia Electric Railway Company, Limited, hereinafter called "the Electric Company" of the first part; the Canadian Pacific Railway Company, hereinafter called "the C. P. R." of the second part; and the Right Honourable Lord Strathcona and Mount Royal and Richard B. Angus, Esq., both of the city of Montreal, hereinafter called "the Trustees" of the third part;

Whereas the C. P. R. is the owner of certain lands situated in district lot 526, group one, New Westminster district, in the city of Vancouver, British Columbia.

And whereas the Electric Company is operating an Electric street car service in the said city;

And whereas the C. P. R. is desirous of having the Electric Company extend its street car service along a track already built by the C. P. R. from Granville Street north of False Creek over the traffic bridge of the C. P. R. and through its lands above mentioned to a point called Greer's Beach or Kitsilano;

And whereas the Electric Company is willing to so extend its service provided the Trustees will convey to it certain lands in the said district lot 526 as a bonus;

And whereas the C. P. R. and the Trustees have agreed to convey to the Electric Company such lands;

Now these presents witness, that the Electric Company for itself its successors and assigns doth hereby covenant with the C. P. R. its successors and assigns as follows:—

1. That the Electric Company will forthwith proceed to electrically bond the said track built by the C. P. R. and put up the necessary overhead wires, etc., it being understood and agreed that the Electric Company may use for its overhead construction any telegraph poles erected along the said track by the C. P. R. and the Electric Company shall complete the electrical bonding of said track and have the necessary wires erected and the road ready for car service on or before the fifteenth day of August, 1904, unless prevented by unforeseen delays, and that it will as soon as the electrifying of the track is so completed maintain and operate continuously over the said track a good proper and efficient electric street car service equipped with modern cars and supplied with the latest appliances, the said service to be operated daily as a continuous line between the said Kitsilano Beach at the end of the track now

laid by the C. P. R. and the corner of Granville and Robson streets, and the cars to run either way between the hours of 6.30 a.m. and 11.00 p.m. (excepting on Sundays, when the service may be started three hours later) at intervals of not more than fifteen minutes during the six months 1st April to 30th September, and at intervals of not more than 30 minutes during the six months 1st October to 31st March, always excepted during such periods as the Electric Company may be at any time or times prevented by so doing by law or by strikes, or any breaking down of machinery, or by the act of God, or by any causes over which the Electric Company has no control.

2. That if at the end of three years from the date of this agreement the increase in the population at Kitsilano shall warrant a more frequent service than as aforesaid, the Electric Company shall provide the same to such extent as the circumstances may require, and the Electric Company and General Superintendent of the C. P. R. shall agree upon the question whether a more frequent service is so warranted and if so, on the further service to be so provided as aforesaid and failing agreement between them, then the said question shall be left for final decision by arbitration as hereinafter provided for.

3. That a mutually satisfactory agreement shall be made between the C. P. R. and the Electric Company governing the right of way as between the Lulu Island Service of the C. P. R. and the Kitsilano service of the Electric Company over that portion of the track used by both companies, and shown on the plan hereto annexed lined in red marked "A," "B" thereon, it being understood that the Lulu Island trains and engines shall have the priority of right to such track, and that any cost that may be incurred in connection with the safeguarding of the operations of the two companies over the joint portion of the track shall be borne equally by both companies.

4. The Electric Company shall have the sole right to occupy and use that portion of the C. P. R. track herein referred to extending from the junction of the Lulu Island and Kitsilano tracks to the Kitsilano terminus, as shown on the plan hereunto annexed, lined in red and marked "B," "C," during the life of this agreement, and in consideration hereof the Electric Company agrees to maintain in an efficient and proper state of repair at its own cost, such portion of track, and pay all taxes thereon. It will also contribute 50 per cent of the cost of ordinary repairs to the C. P. R. traffic bridge across False Creek, but shall not be liable for any part of the cost of replacing or renewing the structure, or any repairs of an extraordinary nature.

5. The Electric Company shall pay one-half of all rates, taxes, and assessments of whatever kind levied in respect of that portion of track and land taken or used for right of way which is used by both companies (A to B on the annexed plan) and the Electric Company shall pay and satisfy all rates, taxes, and assessments of whatever kind and by whatever authority they

may be imposed in respect of that portion of the track and land taken or used for right of way which the Electric Company shall, by this agreement, have the sole right to use and occupy such portion being shown on the plan in red as from B to C, and also, if and when so extended by the Electric Company, from C to D.

6. The Trustees for themselves and each of them for himself, doth hereby covenant with the Electric Company, its successors, and assigns that they or the survivor of them or their successors will convey in fee simple to the Electric Company, its successors and assigns such of the said lands as ought to be conveyed in fulfilment of the covenant of the C. P. R., hereinafter written and will do so punctually at the respective times mentioned for that purpose.

7. The C. P. R. for itself and its successors, covenants with the Electric Company, its successors and assigns, that the Electric Company having from time to time and at the respective times hereinafter mentioned, fulfilled its covenants above written, the C. P. R. will cause to be conveyed to the Electric Company in fee simple the following lands, namely:—Blocks numbered one hundred and ninety-four (194), two hundred and four (204), two hundred and twelve (212) and two hundred and twenty-two (222), as shown on the plan hereunto annexed and thereon coloured red, in the said subdivision of district lot numbered 526, in the manner following, that is to say:—

One block within seven days from the starting of the street car service to Kitsilano as aforesaid.

One block at the expiration of one year.

One block at the expiration of two years.

One block at the expiration of three years.

All from the beginning of the service.

Provided always, and it is hereby declared and mutually agreed by and between the parties hereto that if at any time during the existence of this agreement the Electric Company fails to observe, perform and keep all or any of the covenants, provisoes and conditions herein contained and on their part to be observed, performed and kept according to the true intent and meaning thereof and in particular, if, after the first day of September, A.D. 1907, the Electric Company shall fail to maintain and operate a good, proper and efficient electric street car service as hereinbefore set out in clause 1 of this agreement (save for causes therein by the said clause 1 specifically set out) for a period of more than one day of 24 hours, then and for each day of such default the Electric Company shall pay to the C. P. R. the sum of twenty dollars (\$20) and should such default continue for a period of thirty consecutive days, then, notwithstanding anything herein written, the C. P. R. shall have the option of forthwith determining this agreement.

Provided always, and it is hereby further declared and agreed by and between the parties hereto, that, if at any time before the conveyance by the C. P. R. to the Electric Company of the

four blocks as hereinbefore provided the Electric Company fails to observe, perform and keep all or any of the covenants, provisoes and conditions herein contained, and on their part to be observed and performed, then the Electric Company shall forfeit all rights to a conveyance of so many of the blocks or any of them as shall not have been conveyed at the time of such failure, and that the general superintendent for the time being of the Pacific Division of the C. P. R. shall be judged as to whether or not the Electric Company has or has not observed, performed and kept such covenants, provisoes and conditions.

8. The Electric Company shall pay the expenses of and incidental to the preparation and execution of this agreement and of every conveyance to which the Company may become entitled to under the terms of this agreement.

9. And it is also hereby mutually agreed between the parties to these presents that, if, and as often as the Electric Company shall desire that any of the said lands, or any subdivisions thereof, shall be disposed of previous to the time at which the Electric Company shall become entitled to the same as aforesaid, then on the parties to these presents agreeing upon a proper price therefor the C. P. R. shall cause the same to be conveyed to the nominee of the Electric Company in lieu of to the Electric Company itself as hereinbefore provided for, provided that the purchase money shall be paid or secured to the C. P. R. in the first instance and shall be paid over by the C. P. R. to the Electric Company if and when the Electric Company becomes entitled to a conveyance of such lands under any of the above written clauses of this agreement with interest thereon at the rate of five per cent per annum in any one case from the time the C. P. R. receives the purchase money or security therefor with interest.

10. This agreement as far as it relates to the operation of the street car service over the tracks of the C. P. R., unless otherwise terminated as hereinbefore provided, shall remain in force until the expiration of the Electric Company's Street Railway Agreement with the city of Vancouver, on the 11th day of February, 1919, and in the event of the said agreement between the Electric Company and the city being renewed this agreement may be renewed by the Electric Company for a further period of five years, then, at the expiration of such renewed term of five years, then at the option of the C. P. R., for another like period of five years. But in the event of the Electric Company and the city not renewing their agreement on the said date, or at any later date, then this agreement shall terminate on the same date as the agreement between the Electric Company and the city, and the C. P. R. shall take over the Electric Company's part of the construction at a fair valuation, to be mutually agreed upon; the C. P. R. agreeing to take over the whole of the electrical construction in the event of an electric service being continued over the

said track. But should the C. P. R. decide to operate the road by steam, it shall only take over such part of the Electric Company's construction as may be used for a steam road.

11. Notwithstanding anything contained in clauses 4 and 10 hereof, the C. P. R. shall have the option, on giving six months' notice in writing to the Electric Company, of retaking possession of that portion of its track extending from the junction of the Lulu Island Railway to Kitsilano Beach, as shown on the annexed plan lined red from B to D, provided said track shall be required by the C. P. R. for its own purposes to meet railway competition, but not for the purposes of traffic arrangements with any other electric or street car company. And in the event of the C. P. R. exercising such option it shall permit the Electric Company to build a single or double track for its street car service parallel to the said portion of the C. P. R. track, and shall, during the existence of and subject to the provisions of this agreement, grant the Electric Company the use of the required portion of the land which it may own for its right of way free of cost and in that event the Electric Company shall pay one-half of all rates and taxes in respect of such portion of track and the land which it may own for its right of way, but in all other respects this agreement shall remain in force.

12. And it is hereby mutually agreed that if any dispute arise between the parties to these presents in respect of the agreement herein contained or the rights or liabilities of the parties or either of them thereunder, it shall be settled finally by the award in writing of a sole arbitrator to be appointed by them for that purpose, or if they fail to agree upon a sole arbitrator, then by the award in writing of any two or three arbitrators appointed as follows, that is to say:—Each of the said parties shall appoint one arbitrator and the two so appointed shall appoint a third, but if either of the parties fail to appoint an arbitrator as above mentioned for ten days after being requested in writing so to do by the other party, or if the two arbitrators when chosen fail for ten days after the appointment of the last of them to appoint the third arbitrator, then such one or more of the said arbitrators as have not been appointed as aforesaid may be appointed by a Judge of the Supreme Court of British Columbia on application of either party after such notice to the other party as such judge may deem sufficient.

In witness whereof the said parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS the hands and seals of the General Manager of the British Columbia Electric Railway Company, Limited, and of Lord Strathcona and R. B. Angus by their attorneys, R. Marpole and H. Abbott:

W. F. Brougham,
C.P.R. Office,
Vancouver, B.C.

British Columbia Electric
Railway Company, Ltd.
(Seal.)

J. Buntzen,
General Manager.

The Canadian Pacific
Railway Co.

T. G. Shaughnessy,
President.

C. Drinkwater,
Secretary.

Strathcona,
By his attorney, (Seal.)
R. Marpole.

Richard B. Angus,
By his attorney, (Seal.)
H. Abbott.

SCHEDULE B.

This indenture made the nineteenth day of April in the year of Our Lord one thousand nine hundred and five, between the Canadian Pacific Railway Company (which for itself its successors and assigns is hereinafter called the party of the first part) of the first part, the British Columbia Electric Company, Limited (which for itself its successors and assigns is hereinafter called the party of the second part) of the second part, the Vancouver and Lulu Island Railway Company (which for itself its successors and assigns is hereinafter called the party of the third part) of the third part, and Lord Strathcona and Mount Royal and Richard B. Angus, both of the city of Montreal (who for themselves, their heirs, executors, administrators and assigns are hereinafter called the parties of the fourth part) of the fourth part:—

Whereas the party of the first part is the owner of the line of railway shown on the map or plan hereto annexed marked "A", running from the junction of Granville street south, in the city Vancouver, British Columbia, to the point marked "B" on the said plan and is the lessee from the party of the third part of the

the line of railway also shown on the said map or plan running from the point marked "B" thereon to the town of Steveston, Lulu Island, and the spur running along the south side of False Creek as shown on said plan together with the premises and property particularly mentioned and described in the schedule hereto annexed marked "C" which said lines of railway premises and property as shown on the said plan and schedule are hereinafter called the said railway;

And whereas the party of the second part owns and operates, *inter alia*, lines of electric railway in the city of Vancouver and between the cities of Vancouver and New Westminster;

And whereas by an indenture bearing date the ninth day of July, 1904, made between the said British Columbia Electric Railway Company, Limited, therein called the "Electric Company," the Canadian Pacific Railway Company, therein called "The C.P.R." and the Right Honourable Lord Strathcona and Mount Royal and Richard B. Angus therein called "the Trustees," the said party hereto of the second part did on the terms and conditions therein mentioned agree to extend its electric railway service from the said junction of Granville street south, in the city of Vancouver, along the track of the party of the first part over its railway bridge at False Creek in the city of Vancouver aforesaid and continuing along said track to a point called Greer's Beach or Kitsilano, as shown on the plan attached to the said recited agreement, and to maintain and operate an electric street car service over the said track according to the terms thereof;

And whereas the said agreement, among other things, provides as to that portion of the track extending from the said junction of Granville street south to the junction of the Vancouver and Lulu Island Railway Company's and Kitsilano tracks (being the point marked "B" on the plan hereto annexed) and which was used by the party of the first part as part of its Lulu Island service, that the trains and engines of the party of the first part should have the priority of right to such track and that any cost incurred in safeguarding the operations of the two companies over that portion of the track so to be used by both companies should be borne equally by both companies and the party of the second part therein covenanted to contribute fifty per cent of the cost of ordinary repairs to the said railway bridge across False Creek aforesaid, but would not be liable for any part of the cost of replacing or renewing the said structure or any repairs of an extraordinary nature and that it would pay one-half of all rates, taxes and assessments of whatsoever kind levied in respect of the said track and land as used by both companies between the said junction of Granville street south and the point marked "D" on the plan hereto annexed;

And whereas the parties of the first and second parts for the purpose of mutually benefiting the traffic over their lines and for economy of working thereof have resolved to make the

arrangement hereinafter contained for the regulation and interchange of traffic and the working of traffic over the said railway and for the division and apportionment of tolls, rates and charges and for the management and working of the said railway and the running and operation thereof and it is also necessary in order to carry out the proposed arrangement that the said recited agreement of the 9th day of July, 1904, should be changed as hereinafter particularly provided and not otherwise;

Now this indenture witnesseth that in pursuance of the premises and of the mutual covenants, conditions and agreements hereinafter contained by the parties of the first and second parts to be respectively kept, observed and performed, the parties of the first and second parts hereby covenant and agree each with the other as follows:—

1. The party of the second part will concurrently with the taking effect of this agreement begin and thenceforward continue to equip the said railway and its appurtenances so that the same can be conveniently and efficiently operated as an electric railway and will build at the most suitable location thereon an electric sub-station for the high potential system and fully complete such equipment and have the same ready for operation along its entire length on or before the first day of July, 1905, unless prevented by circumstances beyond its control; time being of the essence of this agreement; and that in doing so all work shall be so managed and all material so furnished and handled by the party of the second part as not to interfere with the convenient operation of the said railway by the party of the first part either for freight or passenger traffic or any other business until the day when the use of steam power on the said railway can be abandoned and the traffic thereon efficiently handled by the party of the second part.

2. The party of the first part covenants and agrees with the party of the second part that for the purpose of building the sub-station hereinbefore mentioned it will permit the party of the second part to use and occupy during the term of this agreement a piece of land 150 feet by 150 feet in a suitable location at Eburne on the right of way of the party of the third part (so leased as aforesaid). And further that in the event of the city of Vancouver refusing to allow the party of the second part to place its transmission line on the streets in the said city it will permit the party of the second part to place its transmission line along the northerly side of the railway reserve of the party of the first part from Carrall street to Granville street south in the said city the exact location of such transmission line to be subject to the approval of the General Superintendent of the Pacific Division of the party of the first part.

3. The party of the first part covenants that so soon as the said railway and its appurtenances are so equipped as aforesaid it will deliver possession and control of the said railway

hereinbefore described, and all the plant, premises and property mentioned and described in the schedule hereto annexed, marked "C", and will and does hereby give to the party of the second part the right at the date above named to enter upon and take possession of the said railway and the other property mentioned in the said schedule "C," and thereafter during the continuance of this agreement to retain possession thereof (subject to the right of the party of the first part to resume possession as hereinafter provided) and to maintain, work and operate the said railway as an electric railway in the manner in which it, the party of the second part, hereinafter covenants that it will maintain, work and operate the same. Provided however, that nothing herein contained shall have effect to transfer the ownership of the said railway or any portion thereof, or any property, real or personal, owned or controlled by the party of the first part.

4. The parties of the first, second and third parts covenant that they will, during the continuance of this agreement, keep up their corporate organizations, and will from time to time and in due time perform all acts which they or either of them may be by law in that behalf required to perform, and will neither do or suffer to be done any act by which their corporate existence, rights and franchises, or either of them, may become subject to forfeiture or impairment, and will, to the extent of their corporate powers, make any and all further and other assurances contracts which may be advised by counsel as necessary to protect the party of the second part in the possession of the said railway and other property hereby transferred or intended so to be, and will during the continuance of this agreement, subject as aforesaid, insure the party of the second part in the quiet and peaceable possession and control thereof.

5. The party of the second part covenants that it will so soon as the said railway has been electrified and ready for operation, but in any event not later than the said first day of July, 1905, unless prevented by circumstances beyond its control, enter into possession of the said railway and the property appurtenant thereto as described in schedule "C" hereto, and will during the continuance of this agreement maintain, manage, work and operate the said railway as an electric railway, and will maintain and operate continuously over the whole of the said railway from Granville street to Steveston, a good, proper and efficient electric car service, equipped with modern cars and supplied with the latest appliances, the said service to be operated daily as a continuous line between the said city of Vancouver and Steveston aforesaid, the cars to run either way every hour from the first day of April to the thirty-first day of October in each year, and every two hours from the first day of November to the thirty-first day of March in each year, the hours of operation for the first named period

to be from six a.m. to ten p.m., and for the latter period from seven a.m. to nine p.m., unless greater frequency of service and an extension of the hours both earlier and later, or either of them, will be to the advantage of the parties hereto, then the party of the second part will operate it with such greater frequency and in such extended hours. And it is hereby agreed that the question of greater frequency and the extension of the hours of passenger and freight service shall be decided by the General Superintendent for the Pacific Division of the party of the first part, unless some other official be appointed by it and the manager or other officer specially appointed by the party of the second part, and failing agreement between them, then the same to be settled by arbitration as hereinafter provided, but in considering and deciding thereon the question of the remunerative operation of the said railway shall always be taken into consideration.

6. The party of the second part further covenants to run freight cars over the said railway at least three times per day all the year round between the junction of Granville street south and Steveston aforesaid and to provide efficient way freight service to intermediate points now established or which may be established as the necessity may arise both passenger and freight service to be equal in every respect to the service now in effect on the line owned and operated by the party of the second part between Vancouver and New Westminster.

7. The party of the second part covenants to pay all taxes and other impositions in respect of the said railway and its appurtenances during the term of this agreement whether imposed for provincial, municipal or school purposes or any other purpose whatsoever.

8. The party of the second part further covenants to maintain at all times during the existence of this agreement the roadbed, structures and premises generally, including the bridge over False Creek, in a condition equally good as when taken possession of by it and will at all times maintain the said railway and all rolling stock, plant, electrical equipment and appurtenances in a first class and up to date manner and the general superintendent of the Pacific division of the party of the first part or some other official of the party of the first part appointed so to do may at any and all times enter upon the said railway and shall have full power to inspect the whole of any portion or the said railway and all the plant, rolling stock, electrical equipment and appurtenances connected therewith and the service over the said railway and any defect or defects in the said service or in the said railway or its maintenance reported to it by such officer shall be remedied as soon as possible thereafter to the reasonable satisfaction of such officer and the party of the second part shall from time to time and at all times afford free transportation to the said general superintendent of the Pacific division of the party of the first part or any other official of the

party of the first part appointed by him to inspect the said railway.

9. The party of the second part further covenants that in the operation of the said railway by it no cars carrying freight belonging to any other railway company shall be run over the said railway except with the consent of the party of the first part and no traffic arrangement shall be made by it with any company competing with the party of the first part as to the handling of its passenger, express or freight traffic or traffic of any kind: It being expressly understood and agreed that the party of the second part shall not carry any traffic over the said railway to the advantage of any such competing railway company and that in the transportation of exchange carload freights the Canadian Pacific Railway Company's car or cars designated by it shall be used and such cars shall be subject to the usual per diem charge and penalty which is embodied in the general tariff hereto annexed marked "D."

10. The party of the second part covenants to perform for the party of the first part all the switching required to be done by the party of the first part beyond the junction at Granville street south aforesaid including any spurs or branches along the south side of False Creek and Kitsilano Beach and to give at all times a good and efficient service therefor, and the party of the first part covenants that it will, if so required, transfer any and all freight cars passing over the said railway between Granville street south aforesaid and the terminus of the party of the second part on Carrall street in the said city, and it is hereby mutually covenanted and agreed that the compensation to be paid by each of them for such services shall be as set forth in the tariff annexed to this agreement covering rates on traffic local and exchanged and which said tariff so annexed is marked "E."

11. The party of the second part further covenants that in the event of the party of the first part or any company for it or on its behalf at any time during the existence of this agreement constructing a line of railway to connect the Vancouver and Lulu Island Railway with its New Westminster branch if required so to do by the party of the first part, the party of the second part will upon such request being made forthwith proceed to electrify the said line and take over and operate the same on the same terms and conditions as are in effect with regard to the said railway the subject matter of this agreement and further that if at any time during the existence of this agreement the party of the first part decides to electrify the Westminster branch from its junction with the main line to the city of New Westminster and connecting therewith any line built or to be built to connect with the said railway at Eburne or connecting with the electric line operated by the party of the second part between New Westminster and Vancouver or both upon request being made the party of the second part will

furnish power sufficient to duly operate such road at the rate of two cents per kilowatt hour or if so required by the party of the first part will electrify the said line and take over and operate the same upon terms and conditions to be hereafter mutually agreed upon.

12. The party of the second part further covenants that it will at all times during the continuance of this agreement keep proper books of account showing separately the receipts and expenses in connection with the operation of the said railway and the same shall at all reasonable times be accessible to and subject to audit by an official of the party of the first part.

13. It is hereby mutually agreed by and between the parties of the first and second parts that all the gross earnings, revenues and receipts arising from the maintenance and operation of the said railway shall be appropriated and divided between the parties in the manner following:—

(a) The first fixed charge to be in favour of the party of the second part and to be the actual operating expenses which shall include the wages of the operating force, maintenance of way and structures, running repairs, equipment, taxes and assessments and an allowance of two cents per kilowatt hour for the electric power directly used in the operation of the cars on the said railway.

(b) The second fixed charge to be in favour of the party of the first part at the rate of four per cent per annum on the actual capital cost of the road constructed, as shown on the plan and schedule attached hereto, marked "A" and "C," respectively.

(c) The third fixed charge to be in favour of the party of the second part at the rate of four per cent per annum on the total expenditure incurred in electrifying the said railway transmission lines, sub-station trolley line, tract-bounding and rolling stock to constitute the equipment.

(d) Should there be any surplus to be disposed of after payment of the hereinbefore mentioned fixed charges in the order of their priority then the same shall be divided between the parties on the basis of forty per cent thereof to the party of the first part, and sixty per cent thereof to the party of the second part.

14. It is further agreed that the initial list of charges to be imposed by the party of the second part in the transportation of passengers, express and freight over the said railway from Granville street to Steveston shall be that hereto annexed marked "F," and that no change shall be hereafter at any time made therein without the sanction and approval of the party of the first part, such sanction and approval to be given by the General Superintendent of the Pacific Division of the party of the first part, it being understood that this condition is inserted for the protection of the interests of the party of the first part in the matter of revenue and the proportion of same accruing to it under the terms of this agreement.

15. This agreement shall, subject to termination as hereinafter mentioned, remain in force until the 11th day of February, 1919, but in the event of the party of the second part not transferring its railway system in the city of Vancouver to the city of Vancouver at that date, then this agreement shall, subject to being determined as aforesaid, remain in force and effect for further period of five years, but should the said city of Vancouver take over the property of the party of the second part in the said city on the said 11th day of February, 1919, under its agreement with the party of the second part, then this agreement shall cease and determine, and in such event if the party of the first part determines to continue to operate the said railway in a similar manner, namely, by electric power, it shall take over the whole electrical equipment and buildings erected by the party of the second part in connection with the operation of the railway, but in the event of the party of the first part deciding to resume the use of steam power for such purpose, then it shall only be bound to take over such part of the equipment and plant as may be required for a railway operated by steam power, and the party of the second part may remove all other plant and equipment not so required by the party of the first part: Provided however, and it is hereby expressly agreed that if at any time hereafter the party of the first part decides to resume the operation and control of the said railway it may do so by giving to the party of the second part at least twelve months' previous notice in writing of such its intention, but the date fixed in said notice for such termination shall not be less than seven years from the date hereof, and at the expiration of the said notice the present agreement shall absolutely cease and determine, and the party of the first part shall not be liable to the party of the second part for any damages by reason of such termination by notice. Such notice may be given by the General Superintendent of the Pacific Division of the party of the first part, and may be served on the resident manager or agent of the party of the second part at the city of Vancouver, or mailed to him through the general post office at Vancouver, and in such event the party of the second part shall be entitled to and shall receive from the party of the first part payment of the whole cost of equipment, construction and plant which shall have been provided by it, and if the party of the first part so resumes possession of the said railway it shall operate the same by electric power purchased from the party of the second part, and the party of the second part shall supply to the party of the first part all the power required by the party of the first part for the operation of the said railway by the party of the first part at the price of two cents per kilowatt hour for the balance of the term hereinbefore mentioned, namely, until the 11th day of February, 1919: Provided further, that if at that date the party of the

second part has not transferred its property to the city of Vancouver as hereinbefore mentioned, then the party of the second part shall, during the further term of five years, continue to supply the party of the first part with all the electric power required by the party of the first part to operate the said railway at the rate aforesaid if the party of the first part requires the same, but it shall be optional with the party of the first part as to whether it shall continue to use the said power or not after the said 11th day of February, 1919, but in the event of the party of the first part deciding not to use said power it shall give to the party of the second part twelve months' previous notice of such its intention.

16. The party of the second part will protect and indemnify the party of the first part against all loss, damage or claims which may arise in consequence of the working of the said railway under this agreement and the building maintaining and operation of the transmission line and shall do and perform all the acts, conditions, matters and things which the parties of the first or third parts or either of them are or is bound to do and perform in respect to the said railway or any part thereof by the Government of Canada or of the province of British Columbia and will bear and pay all expenses incurred in doing and performing all acts, matters and things as are now or may hereafter be required for the maintenance and operation of the said railway in conformity with the laws of the Dominion of Canada and will not transfer or set over or otherwise by any act or deed procure the said railway or any part thereof or this agreement or any interest acquired by virtue of it to be assigned, transferred or set over to any person or persons whomsoever or to any corporation whatever without the consent in writing of the party of the first part first had and obtained.

17. It is further agreed that failure to fulfil any of the above covenants by the party of the second part shall entitle the party of the first part to give notice to the party of the second part that such failure exists and unless it is remedied within thirty days after receipt of such notice, except as hereinafter provided, the party of the first part shall have the right without further delay or process of law at its option to terminate this agreement and take possession of the said railway and thereafter hold and operate it as its own property without any right on the part of the party of the second part on that account to claim any compensation by reason thereof, but in the event of such failure to operate the road being due to some cause that cannot be remedied by the party of the second part within the thirty days before mentioned the party of the first part shall instead of exercising its right to cancel this agreement operate the road by steam temporarily and the whole cost of such operation shall be chargeable to the party of the second part and in the meantime the terms of this agreement relating to frequency of service shall be suspended, but should the party of the second

part fail to remedy the cause of the failure within six months from the time of such failure the party of the first part shall then have the right to terminate the agreement absolutely and occupy and thereafter operate the said railway as its own property without any right on the part of the party of the second part to claim any compensation or payment under this agreement by reason thereof.

18. It is further agreed that the parties of the first and second parts will both join in the necessary application to the Board of Railway Commissioners for Canada for authority to enter into this agreement and for approval of the terms thereof.

19. It is further agreed that the valuation of the property which shall be taken over by the party of the first part from the party of the second part under any or either of the provisions of this agreement, and for which the party of the first part may be liable to pay, shall in the event of the parties hereto failing to agree thereon be submitted to arbitration under the provisions of the Arbitration Act, and amending Acts.

20. Should the party of the first part under the terms of the agreement of the ninth day of July, 1904, hereinbefore recited, retake possession of that portion of its track extending from the junction of the Vancouver and Lulu Island Railway to Kitsilano Beach then and in such case the party of the first part shall have the right to use that portion of the said railway covered by this agreement, extending from the junction of Granville street south to the junction of the Vancouver and Lulu Island Railway and the Kitsilano track for its service between Vancouver and Kitsilano Beach, aforesaid, and in such event a mutually satisfactory agreement shall be made between the parties of the first and second parts governing the right of way as between the Lulu Island service of the party of the second part and the Kitsilano service of the party of the first part over that portion of the track hereinbefore mentioned used by both companies and the cost that may be incurred in connection with safeguarding operations of the two companies over such joint portion of the track shall be borne equally by the parties of the first and second parts and the party of the first part will contribute fifty per cent of the cost of ordinary repairs to the railway bridge across False Creek but shall not be liable for any part of the cost of replacing or renewing the structures or any repairs of an extraordinary nature and should the parties fail to reach an agreement mutually satisfactory as in this clause mentioned the same shall be referred to arbitration pursuant to the provisions of the Arbitration Act.

21. This agreement shall take effect as soon as it receives the consent and approval required to make it legally valid.

22. It is further agreed by and between the parties hereto that all costs in connection with the preparation and execution of this agreement obtaining the consent of the Board of Railway Commissioners and advertising required by the provisions of

the Railway Act shall be borne equally by the parties of the first and second parts.

23. The party of the third part hereby ratifies and consents to all the terms, covenants and conditions of this agreement in so far as they relate to or affect that portion of the said railway owned by it and leased as hereinbefore mentioned to the party of the first part and the parties of the fourth part do hereby consent to the alteration of the said recited agreement of the 9th day of July, 1904, and ratify and confirm the same as so altered.

WITNESS the corporate seals of each of the parties, and the signatures of the officials below named, and the signatures and seals of the parties hereto of the fourth part:

Signed, sealed and delivered
for the Canadian Pacific Rail-
way Company in the presence
of

F. G. Millen.

(Seal.)

The Canadian Pacific
Railway Company.

T. G. Shaughnessy,
President.

C. Drinkwater,
Secretary.

Signed, sealed and delivered
for the British Columbia Elec-
tric Railway Company, Limit-
ed, in the presence of

H. Malcolm Hubbard.

(Seal.)

E. L. Evan-Thomas
Geo. P. Norton,
Directors.

B. H. Binder,
Secretary.

Signed, sealed and delivered
for the Vancouver and Lulu
Island Railway Company, in
the presence of

F. G. Millen.

(Seal.)

The Vancouver & Lulu
Island Railway Co.

D. McNicoll,
President.

H. C. Oswald,
Secretary.

Signed, sealed and delivered
by Lord Strathcona and Mount
Royal, and Richard B. Angus,
in the presence of

Allan Purvis.

Strathcona,
By his attorney,
R. Marpole.

Richard B. Angus,
By his attorney,
H. Abbott.



6-7 EDWARD VII.

CHAP. 67.

An Act respecting the Brockville, Westport and North-western Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Brockville, Westport and North-western Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.
1903, c. 88;
1905, c. 64.

1. Section 7 of chapter 88 of the statutes of 1903 is amended by striking out all the words after “Algoma” in line 18 and inserting the following in lieu thereof: “and from a point on the said line at or near Antioch, in the township of Sinclair, to the town of North Bay, in the district of Nipissing, and may lay out, construct and operate branch lines from the main line at or near Palmer’s Rapids to Barry’s Bay or Wilno, on the Canada Atlantic Railway.”

1903, c. 88, s.
7 amended.

2. The Brockville, Westport and North-western Railway Company may commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon, within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not completed and put in operation, within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects such portion of the said railway as then remains uncompleted.

Time for
construction
extended.

3. Chapter 64 of the statutes of 1905 is repealed.

1905, c. 64
repealed.



6-7 EDWARD VII.

CHAP. 68.

An Act to incorporate the Burrard, Westminster Boundary Railway and Navigation Company.

[Assented to 12th April, 1907.]

WHEREAS a petition has been presented praying that it be Preamble.
enacted as hereinafter set forth, and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House
of Commons of Canada, enacts as follows:—

1. John Hendry, William McNeill, George C. Hinton, J. Incorpor-
Alexander Hendry, all of the city of Vancouver, and Robert ation.
Jardine, of New Westminster, together with such persons as
become shareholders in the company, are incorporated under
the name of "Burrard, Westminster Boundary Railway and
Navigation Company," hereinafter called "the Company." Corporate
name.

2. The undertaking of the Company is declared to be a work Declaratory.
for the general advantage of Canada.

3. The persons named in section 1 of this Act are consti- Provisional
tuted provisional directors of the Company. directors.

4. The capital stock of the Company shall be one million Capital
dollars. No one call thereon shall exceed ten per cent on the stock.
shares subscribed.

5. The head office of the Company shall be at the city of Head office.
Vancouver, in the province of British Columbia.

6. The annual meeting of the shareholders shall be held on Annual
the first Tuesday in September. meeting.

7. The number of directors shall not be less than five nor Number of
more than nine, one or more of whom may be paid directors. directors.

Line of
railway
described.

8. The Company may lay out, construct and operate the following lines of railway:—

(a) From a point in or near the city of Vancouver, in the province of British Columbia, commencing on the north side of False Creek, thence crossing False Creek by a bridge and running in a southeasterly direction through the city of Vancouver, Hastings town site, the municipality of South Vancouver and Burnaby and the city of New Westminster to the Fraser River bridge, thence northeasterly through the city of New Westminster and the municipality of Coquitlam to Port Moody, thence in a westerly direction to a point at or near the proposed location of the Vancouver, Westminster and Yukon Railway bridge at Second Narrows, Burrard Inlet, thence continuing westerly through Hastings town site to the place of commencement in the city of Vancouver;

(b) From a point at or near the south end of the proposed Vancouver, Westminster and Yukon Railway bridge at Second Narrows, Burrard Inlet, thence northerly across the said bridge and along Seymour creek to a point on the northerly boundary of the municipality of North Vancouver, thence easterly along the said northerly boundary to North Arm of Burrard Inlet, and also from the said point on the northerly boundary of the municipality of North Vancouver westerly along the said boundary to Howe Sound;

(c) From a point at the north end of the Fraser River bridge at New Westminster, thence across the said bridge, thence southerly to a point on the international boundary between Semiamu Bay and Sumas;

(d) From a point on the south side of False Creek, thence westerly through the city of Vancouver and the municipality of South Vancouver to a point at or near Point Grey, thence returning in a southeasterly direction by the most feasible route to a point at or near the north end of the Fraser River bridge in the city of New Westminster;

(e) From Port Moody easterly to Dewdney Trunk Road, thence following generally the said trunk road through Coquitlam, Maple Ridge and Mission municipalities to Stave river and the east boundary of Mission municipality.

Consent of
municipality.

9. Notwithstanding anything in *The Railway Act*, the Company shall not construct or operate its line of railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon terms to be agreed on with such municipality.

Issue of
securities.

10. The securities issued by the Company shall not exceed thirty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

11. The directors, under the authority of a resolution of the shareholders passed at any special general meeting called for the purpose, or at any annual meeting at which shareholders representing at least two-thirds in value of the issued capital stock of the Company are present or represented by proxy, may from time to time at their discretion borrow money for the Company's purposes other than the railway, and may issue bonds and debentures in respect thereof and may secure the repayment of the said money in such manner and upon such terms and conditions as they see fit, and for this purpose may mortgage, pledge, hypothecate or charge all or any of the rights, assets and property of the Company other than the railway.

Borrowing
powers.

12. The Company may, for the purposes of its undertaking,—

Powers of
Company.

(a) construct, acquire, charter and dispose of steam and other vessels, and navigate them between ports in Canada and between ports in Canada and ports outside of Canada;

Vessels.

(b) build, acquire, or lease buildings for hotels, restaurants or houses of entertainment along the line of its railway, and may carry on all such business in connection therewith as is necessary or expedient for the comfort or convenience of travellers, and may lease any part of such buildings for any of such purposes;

Hotels.

(c) carry on the business of forwarding agents, wharfingers and warehousemen;

Express,
warehousing,
etc.

(d) acquire and dispose of rights in letters patent, franchises or patent rights for the purpose of the works and undertakings hereby authorized;

Patent rights.

(e) lay out and manage parks and pleasure grounds and lease the same, and may make contracts for their occupation and use.

Parks, etc.

13. The Company may, for the purposes of its undertaking, acquire and utilize water and steam power for the purposes of compressing air or generating electricity for lighting, heating or motor purposes, and may dispose of surplus power generated by the Company's works and not required for the undertaking of the Company, and, for the purpose of such acquisition, utilization and disposal, may construct, operate and maintain lines for the conveyance of light, heat, power and electricity.

Power for
compressing
air and
generating
electricity.

14. For the purposes of its undertaking and subject to the provisions of section 247 of *The Railway Act*, the Company may acquire electric or other power or energy, which may be transmitted and delivered to any place in the municipalities through which the railway is authorized to be built, and may receive, transform, transmit, distribute and supply such power or energy in any form, and may dispose of the surplus thereof.

Transmission
of electric
power.

15. Nothing in this Act shall authorize the Company to construct or operate any telegraph or telephone lines or any lines

Consent of
municipality
to be
obtained
for

for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along, or across any highway or public place, without first obtaining the consent, expressed by by-law of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed upon with such municipality.

Telegraph
and
telephone
lines.

2. The Company may, subject to the provisions of *The Railway Act*, construct and operate telegraph and telephone lines upon and along its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purpose of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of the said Act, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own line to, any such companies.

Approval of
tolls.

3. No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, who may also revise such tolls and charges from time to time.

R.S., c. 126.

4. Part II. of *The Telegraphs Act* shall apply to the telegraphic business of the Company.

Bridge tolls
to be
approved.

16. The Company may, with the approval of the Minister of Railways and Canals, construct or arrange any of its railway bridges for the use of foot passengers and carriages, and in such cases the tolls to be charged for the passage of foot passengers and carriages shall, before being imposed, be first submitted to and approved of and may from time to time be revised by the Board of Railway Commissioners for Canada, but the Company may, at any time, reduce the tolls, and a notice showing the tolls authorized to be charged shall, at all times, be posted up in a conspicuous place on the said bridge.

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6-7 EDWARD VII.

CHAP. 69.

An Act respecting the Calgary and Edmonton Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Calgary and Edmonton Railway Company Preamble.
has by its petition prayed that it be enacted as herein-
after set forth, and it is expedient to grant the prayer of the said 1890, cc. 5,
petition: Therefore His Majesty, by and with the advice and 84; 1891, c.
consent of the Senate and House of Commons of Canada, enacts 71; 1898, c.
as follows:— 57; 1905, c.

1. The Calgary and Edmonton Railway Company may lay Branch line
out, construct and operate a branch line of railway from a point of railway
on its Wetaskiwin branch in township 47, range 20, west, 4th authorized.
meridian, northwesterly to a point on its main line in township
52, range 24, west, 4th meridian, in the province of Alberta.

2. If the construction of the branch line of railway hereby Time for
authorized is not commenced within two years after the passing construction
of this Act, or if the said branch line is not completed and put limited.
into operation within five years after the passing of this Act,
then the powers conferred by Parliament upon the said Company
in respect thereof shall cease and be null and void as respects so
much of the said branch line as is not commenced within two
years and completed within five years as aforesaid.

3. All the provisions of the said Company's Act of incorpora- Previous Acts
tion and amendments thereto, except in so far as they are to apply.
inconsistent with this Act, or with *The Railway Act*, shall, so R.S., c. 37.
far as applicable, apply to the branch line of railway hereby
authorized.



6-7 EDWARD VII.

CHAP. 70.

An Act respecting the Canada Central Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Canada Central Railway Company has by Preamble.
its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: 1902, c. 45;
Therefore His Majesty, by and with the advice and consent 1903, c. 91;
of the Senate and House of Commons of Canada, enacts as follows:— 1905, c. 68.

1. Chapter 68 of the statutes of 1905 is repealed.

1905, c. 68
repealed.

2. The Canada Central Railway Company may commence the construction of its railways, and expend fifteen per cent of its capital stock thereon, within two years after the passing of this Act, and may complete the railways and put them in operation within five years after the passing of this Act; and if the railways are not so commenced and such expenditure is not so made, or if the railways are not completed and put in operation within the said respective periods, the powers granted to the said Company by Parliament shall cease and be null and void as respects so much of the railways as then remains uncompleted.

Time for
construction
of railways
extended.

3. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the said Company may enter into agreements with all or any of the companies hereinafter named for any of the purposes specified in the said section 361, such companies being the Manitoulin and North Shore Railway Company, the Pacific and Atlantic Railway Company, the Algoma Central and Hudson Bay Railway Company, the International Transit Company, the Canadian Pacific Railway Company, the Canadian Northern Railway Company, the Canadian Northern Ontario Railway Company, the Grand Trunk Railway Com-

Agreements
with other
companies.

pany of Canada, the Grand Trunk Pacific Railway Company, the Vancouver, Victoria and Eastern Railway and Navigation Company, the Victoria Terminal Railway and Ferry Company, the Vancouver, Westminster and Yukon Railway Company, the Crow's Nest Southern Railway Company, the Bedlington and Nelson Railway Company, the Kootenay Valley Railway Company, the Brandon, Saskatchewan and Hudson's Bay Railway Company, and the Midland Railway of Canada.

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6-7 EDWARD VII.

CHAP. 71.

An Act respecting the Canadian Northern Railway Company.

[Assented to 27th April, 1907.]

WHEREAS the Canadian Northern Railway Company has Preamble.
by its petition prayed that it be enacted as hereinafter
set forth, and it is expedient to grant the prayer of the said
petition: Therefore His Majesty, by and with the advice and
consent of the Senate and House of Commons of Canada, enacts
as follows:—

1. This Act may be cited as *The Canadian Northern Railway Act, 1906-7.* Short title.

2. The amounts of bonds which the Canadian Northern Railway Company, hereinafter called "the Company," may under existing legislation now or hereafter issue is hereby increased by five thousand dollars per mile of railway from time to time constructed or under contract to be constructed: Provided that the proceeds of such additional bonds shall be used for the betterments of the railway: Provided, however, that with respect to the lines from Edmonton to the Pacific coast and the lines in British Columbia the present limit of thirty-five thousand dollars per mile shall not be exceeded. Bond issue increased, except in certain districts.

3. In addition to the amounts of bonds, debentures, perpetual or terminal debenture stock or other securities which the Company may, under existing legislation, now or hereafter issue, the Company may from time to time issue such securities or any of them for such amounts as the directors think necessary to raise the moneys required from time to time to meet the expenditures called for under a certain agreement made between the Canadian Northern Railway Company and the Grand Trunk Pacific Railway Company and His Majesty the Additional securities may be issued for Winnipeg terminals under agreement with G. T. R. Co.

King and the Commissioners of the Transcontinental Railway, respecting terminals at the city of Winnipeg, and the securities to be given therefor may include mortgages, pledges or charges upon the whole or part of the rights and interests of the Company under the said agreement and in the lands and premises covered thereby and in moneys payable to the Company thereunder.

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most Excellent Majesty.



6 - 7 EDWARD VII.

CHAP. 72.

An Act respecting the Canadian Northern Ontario Railway Company.

[Assented to 27th April, 1907.]

WHEREAS the Canadian Northern Ontario Railway Com- Preamble.
pany, formerly called the James Bay Railway Company,
has by its petition prayed that it be enacted as hereinafter set
forth, and it is expedient to grant the prayer of the said
petition: Therefore His Majesty, by and with the advice and
consent of the Senate and House of Commons of Canada, en-
acts as follows:—

1. This Act may be cited as *The Canadian Northern Ontario* Short title.
Railway Act, 1906-7.

2. The Canadian Northern Ontario Railway Company, here- Lines of
inafter called "the Company," may construct the following railway
lines of railway:— described.

(a) From a point on its authorized line near Washago to a point on Lake Huron at or near Kincardine;

(b) From a point on its authorized line at or near Arnprior, southerly to a point on the St. Lawrence River at or near the town of Gananoque;

(c) From a point on its authorized line at or near Pembroke, southwesterly to a point on Lake Ontario at or near the town of Cobourg or the town of Port Hope;

(d) From a point on its authorized line in the township of Pickering, northwesterly to a point on the Georgian Bay at or near Owen Sound;

(e) From a point on its authorized line at or within ten miles east of Toronto, westerly passing near or through Toronto, Hamilton and London to a point on the Detroit River at or near Windsor, with a branch from London to St. Thomas and also from London to a point on the St. Clair River at or near Sarnia,

Sarnia, and a branch or loop in the townships of York and Scarborough passing north of Toronto;

(f) From a point on the Niagara River at or near the international bridge northwesterly passing through or near Hamilton to a point on Lake Huron at or near Goderich;

(g) From a point on Lake Erie between Dunnville and Port Dover, northerly passing through Brantford and Berlin to a point at or near Owen Sound or Meaford on the Georgian Bay;

(h) From a point on its authorized line at or near Washago to a point on the Georgian Bay at or near Midland;

(i) From a point on its authorized line at or near Hawkesbury, westerly to a point on its authorized line in the county of Leeds or Lanark.

(j) From a point on its authorized line at or near Parry Sound, northeasterly to a point at or near the town of North Bay.

Time for
construction
limited.

3. Unless the Company commences within two years and completes and puts in operation within five years after the passing of this Act the lines of railway which the Company is hereby authorized to construct, the powers granted for construction shall cease with respect to so much of the said lines as then remains uncompleted.

1895, c. 50;
new s. 5.

4. Section 5 of chapter 50 of the statutes of 1895 is hereby repealed and the following is substituted therefor:—

Capital stock
and calls.

"5. The capital stock of the Company shall be fifty millions of dollars, and may be called up by the directors from time to time as they deem necessary; but no one call shall exceed ten per cent of the shares subscribed."

Issue of
securities
limited.

5. The limit to the amount of securities which the Company may issue and secure under sections 136 to 146, both inclusive, of *The Railway Act*, with respect to the lines of railway authorized by section 2 of this Act, shall be thirty thousand dollars per mile, and such securities may be issued only in proportion to the length of such lines of railway constructed or under contract to be constructed.

Agreements
with other
companies.

6. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Company may enter into agreements with the Canadian Northern Quebec Railway Company for any of the purposes specified in the said section 361.

Time for
construction
of railways
heretofore
authorized.

7. Unless the Company completes and puts in operation within five years after the passing of this Act the line of railway authorized by section 3 of chapter 50 of the statutes of 1895, as amended by section 3 of chapter 114 of the statutes of 1906, from Parry Sound, in the province of Ontario, to French River at or near the Doke's Indian Reserve, thence in a northerly direction to a point at or near the mouth of Moose River on James

Bay, the powers granted for construction shall cease and determine with respect to so much of the said line as then remains uncompleted.

2. Unless the Company commences within two years and completes and puts in operation within five years after the passing of this Act the following lines of railway, the powers granted for construction shall cease and determine with respect to so much of the said lines as then remains uncompleted:

(a) The line of railway authorized by section 2 of chapter 65 of the statutes of 1902 from a point on its authorized main line at or near French River to a point on Batchewana Bay, Lake Superior;

(b) The lines of railway authorized by section 3 of chapter 110 of the statutes of 1905:

(1) from a point on the Company's line at or near Toronto, thence easterly to Ottawa;

(2) from a point on or near the French River, thence easterly, passing through or near Ottawa and Hawkesbury, to Montreal, branching on Montreal island to enter Montreal from both the northeast and southwest;

(3) from a point on the Company's line at or near Sudbury, thence westerly and south of Lake Nepigon to a point on the Canadian Northern Railway at or near Kashabaiwe west of Port Arthur, passing through or near Port Arthur or with a branch to Port Arthur;

(c) The line of railway authorized by section 2 of chapter 114 of the statutes of 1906 from a point on the Company's authorized line between Key River and French River in the province of Ontario to a point on the Georgian Bay at or near the mouth of Key Inlet.



6-7 EDWARD VII.

CHAP. 73.

An Act respecting the Canadian Northern Quebec Railway Company.

[Assented to 12th April, 1907.]

WHEREAS the Canadian Northern Quebec Railway Com- Preamble.
pany, the successor by amalgamation of the Great Northern Railway of Canada, the Chateauguay and Northern Railway Company and the Quebec, New Brunswick and Nova Scotia Railway Company, has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as *The Canadian Northern Quebec Act, 1906-7.* Short title.

2. The time for the completion of the branch line of railway from a point on the line between Montreal and Joliette to Rawdon, touching at St. Jacques, which the Chateauguay and Northern Railway Company was authorized to construct, is extended for five years from the passing of this Act, and if the said line is not so completed the powers granted for construction shall cease with respect to so much of the said line as then remains uncompleted; and the Canadian Northern Quebec Railway Company, hereinafter called "the Company," may construct an extension of such branch beyond Rawdon to a point at or near Lake Archambault in the county of Montcalm. Time extended for construction of branch line.
Line of railway authorized.

3. Unless the Company commences within two years after the passing of this Act, and completes and puts in operation within five years after the passing of this Act, the extension authorized by section 2 of this Act, and the lines of railway hereunder set forth, which the Company has been authorized to construct, the powers granted for the construction of the said extension Time for construction limited.

extension, and of the said lines, shall cease with respect to so much thereof as then remains uncommenced or uncompleted; the said lines of railway being as follows:—

(a) The line and branches of the Quebec and James Bay Railway Company, as described in section 3 of chapter 70 of the statutes of 1887;

(b) The line of the Montfort and Gatineau Colonization Railway Company, as described in section 1 of chapter 65 of the statutes of 1900;

(c) The line and branch of the Quebec, New Brunswick and Nova Scotia Railway Company, as described in section 7 of chapter 178 of the statutes of 1903;

(d) The line and branch of the Great Northern Railway of Canada, as described in section 2 of chapter 99 of the statutes of 1905;

(e) Those portions of the line of the Great Northern Railway of Canada, described in section 1 of chapter 104 of the statutes of 1906;

(f) The lines, branches and extension of the Chateauguay and Northern Railway Company, as described in section 2 of chapter 75 of the statutes of 1899 of the province of Quebec.

Agreements
with other
companies.

4. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Company may enter into agreements for any of the purposes specified in the said section 361, with the Canadian Northern Ontario Railway Company and the Canadian Northern Railway Company, or either of them.

Declaration
as to issue of
securities.

5. It is declared that the Company has had the power to, and may at any time or from time to time, get in the whole or portions of the bond issues heretofore made by the Company or its predecessors or any of them, by the issue of bonds, debentures, perpetual or terminable debenture stock or other securities secured by mortgages or other securing instruments, and may apply the same or portions thereof or the proceeds thereof from time to time in the retirement by exchange, purchase or otherwise of outstanding securities of the issues or portions so got in, provided that the holders of the securities to be got in surrender them for exchange; provided further that until the whole of the outstanding securities of any separate issue so to be got in have been got in, the securities of such issue which are actually got in shall be deposited with trustees, and the rights and priorities thereof shall continue for the benefit of the holders of the new securities, but when all outstanding securities of a separate issue have been got in they shall be cancelled, and the new securities shall thereupon take their place and possess their rights and priorities, and the rights and priorities of the mortgages or other securing instruments securing the same.

6. The new securities and the mortgages or other instruments securing them may be made with respect to existing and future railways and properties of the Company; provided always that there shall not be outstanding at any one time a greater total amount of new securities and of securities of the issues or portions to be got in than the total amount which the Company may at the time be authorized by statute to issue with respect to the railways and properties included in the mortgages or other instruments securing the new issues.

New securities to apply to existing and future property.
Amount limited.

7. Subject to the provisions of *The Railway Act*, the form, nature and terms of the new securities and of the mortgages and instruments securing them, and the times, manner and terms of their issues, shall be such as the directors determine.

Terms, form and issue of securities.

8. The mortgage set out in the schedule to this Act, and the securities issued or to be issued thereunder, are hereby, subject to the provisions of *The Railway Act*, confirmed and declared to be valid and effectual according to the terms thereof.

Mortgage in schedule confirmed.

SCHEDULE.

GUARANTEE.

The Canadian Northern Railway Company by virtue of the power conferred upon it by an Act of the Parliament of Canada, passed in the fourth year of the reign of His Majesty King Edward the Seventh and by virtue of an Order in Council approved by His Excellency the Governor General in Council dated the 3rd day of November, A.D. 1906, does hereby guarantee unconditionally the payment of the principal and interest of the Canadian Northern Quebec Railway Company's indebtedness in respect of debenture stock certificates issued under the provisions of a trust Deed of mortgage dated the 22nd day of October, 1906, made by said company to British Empire Trust Company, Limited, and National Trust Company, Limited, as trustees, as and when the same becomes or may become payable under the provisions of the said trust deed.

Dated at Toronto, Canada, the third day of November, 1906.

D. D. Mann,
Vice-President.

[SEAL.]

W. H. Moore,
Secretary.

This indenture made the 22nd day of October, one thousand nine hundred and six, between The Canadian Northern Quebec Railway Company, a Company incorporated by and under the authority of Acts of the Parliament of Canada, hereinafter called

the Company, of the first part; The British Empire Trust Company, Limited, a corporation registered under The Companies Act, 1862-1900, of the United Kingdom and National Trust Company, Limited, a corporation created under the laws of Ontario, Canada, hereinafter called the trustees, of the second part; and The Canadian Northern Railway Company, a company incorporated by and under the authority of Acts of the Parliament of Canada and hereinafter called the Canadian Northern, of the third part;

Whereas the Company was duly formed by the amalgamation under due statutory authority in that behalf of Great Northern Railway of Canada (hereinafter called the Great Northern), The Chateauguay and Northern Railway Company (hereinafter called The Chateauguay Northern), and The Quebec, New Brunswick and Nova Scotia Railway Company (hereinafter called the Quebec New Brunswick), and such amalgamation was duly approved by Order of the Governor General of Canada in Council, dated the 19th day of July, 1906;

And whereas prior to such amalgamation the Great Northern duly made its bond issue secured by mortgage dated April 1st, 1905, made to The Central Trust Company of New York as trustee for the sum of \$4,962,000, and the sum represented by \$20,000 per mile of lines of railway thereafter constructed or acquired, limited to 150 miles of such lines, and the sum of \$500,000 for expenditure thereafter made for right of way within the limits of the City of Quebec to connect with its terminals there and expenditure upon its terminals in said city, including the acquisition of additional property for said terminals;

And whereas prior to such amalgamation the Chateauguay Northern made its bond issue secured by mortgage dated March 14th, A.D. 1903, made to The Royal Trust Company of Montreal as trustee, for the sum represented by \$30,000 per mile of its line of railway theretofore or thereafter constructed and not exceeding \$2,000,000 in all;

And whereas prior to such amalgamation the Quebec New Brunswick made its bond issue secured by mortgage dated June 1st, A.D. 1906, made to National Trust Company, Limited, of Toronto, as trustee, for the sum represented by \$25,000 per mile of the line of railway therein described, being about eighty miles in length;

And whereas the Company by such amalgamation became and is the successor of each of the said three companies and as such is, by virtue of The Railway Act, 1903 (Canada), possessed of and vested with all the railways and undertakings and all the other powers, rights, privileges, franchises, assets, effects and properties, real and personal and mixed belonging to possessed by or vested in the said three companies or to which they or any or either of them might be or become entitled;

And whereas at the time of such amalgamation the said three companies respectively had under construction certain lines of

railway and works in respect of which bonds of their said respective bond issues had been issued or were issuable under the terms of the said respective mortgages securing the same;

And whereas the Company as successor of said three companies is continuing the construction of said lines and works and is making and will make expenditures under the terms of said respective bond issues and mortgages, in respect to which construction and expenditures bonds of the said respective issues are and will be issuable;

And whereas the Company being desirous of readjusting its financial situation and consolidating the said bond issues and the securities therefor has determined to provide for an issue of perpetual debenture stock to take their place and to be exchanged therefor and to provide for future construction and expenditure, such debenture stock to be limited and certified and issued as hereinafter provided;

And whereas the payment of the principal and interest of the said debentures stock is to be guaranteed by the Canadian Northern;

And whereas all necessary and requisite resolutions of the shareholders and directors of the Company have been duly passed to make the issue of such debentures stock and the execution of these presents securing the same legal and valid in accordance with the statutes relating to the Company and of all other statutes and laws in that behalf;

And whereas the foregoing recitals are made as representations and statements of facts by the parties hereto other than the trustees;

Now this Indenture witnesseth—

1. Wherever in these presents the Company or the Canadian Northern is mentioned or referred to such mention or reference shall extend to and include the Company and the Canadian Northern respectively and their respective successors and assigns, and wherever the trustees are mentioned or referred to such mention or reference shall extend to and include the survivor of them, and the successors and assigns of such survivor or any other new trustee or trustees who may be appointed or succeed to the trusts hereof. Persons shall include corporations and the singular number shall include more than one. Unless there is some thing in the subject and context inconsistent therewith the following expressions shall have the following meanings, viz.: "stock" or "debenture stock" means the amount of the Company's indebtedness in respect of stock certificates issued hereunder. "Stockholders" means the several persons for the time being registered as holders of the said stock. "The specifically mortgaged premises" means all the premises hereby made a specific and not a floating security for the payment of the moneys intended to be secured by these presents. "The railway mortgaged premises" means all the specifically mortgaged premises with the exception of securities,

shares and stocks which may hereafter become part of the mortgaged premises. "The mortgaged premises" includes all the premises hereby mortgaged or charged in any way with payment of the moneys intended to be secured by these presents.

2. The Company shall as and when the security hereby constituted shall have become enforceable as hereinafter provided pay to the trustees the principal amount of the stock for the time being outstanding and will in the meantime pay to the trustees interest thereon at the rate of 4 per cent per annum payable half-yearly on the 30th day of June and the 31st day of December in each year, the first payment calculated from the dates of payment of the instalments of purchase money of the stock to be made on the 30th day of June, 1907; provided that every payment to the stockholders on account of principal or interest on the stock held by them respectively shall be deemed a satisfaction *pro tanto* of the covenant in this clause contained.

3. The stock which is not exchanged for bonds as herein provided for may be issued to such persons and on such terms and either at par or at a discount or at a premium as the Company shall determine. The stocks may be issued either in sterling money of Great Britain or in lawful money of the Dominion of Canada and for the purposes of these presents and of the stock certificate £1 sterling shall be taken to be equivalent to \$4.86 $\frac{2}{3}$ of lawful money of Canada.

4. The total amount of the stock to be issued hereunder is limited to the following amounts, viz.:

(a) An amount (at par) equal to the amounts (at par) of the bonds forming parts of the bonds issued of the Great Northern or the Chateauguay Northern or the Quebec New Brunswick above mentioned.

Provided that stocks forming part of the amount in this sub-clause (a) mentioned shall be issued only in exchange for such bonds as hereinafter mentioned and at the rates of exchange not exceeding par—*i. e.*, no greater amount of stock shall be issued for any such bonds than an amount at par representing the par value of such bonds.

(b) An amount represented by £4,109 or \$20,000 per mile of railway hereafter constructed or acquired by the Company and not included in the mileage in respect of which bonds forming part of any of the three issues above mentioned may at any time have been issued or may be issuable. The stock forming part of the amount in this sub-clause (b) mentioned shall be issued only in accordance with the provisions hereinafter contained.

(c) An amount not exceeding the cost price to the Company of mortgage securities or shares of capital stock of corporations from time to time deposited with and specifically mortgaged to the trustees. The stock forming part of the amount in this sub-clause (c) mentioned shall be issued only in accordance with the provisions hereinafter contained;

Provided always that no stock shall at any time be issued in excess of the statutory limitations for the time being existing respecting the amount of bonds, debentures, debenture stock or other securities which the Company may issue.

5. The stock certificates shall be in the form or to the effect set out in the first schedule hereto and shall have endorsed thereon the conditions set out in the said first schedule hereto or to the like effect, and such conditions shall be binding on the company and the stockholders and all persons claiming through or under them respectively.

6. All stock issued hereunder shall rank *pari passu* and be secured equally and ratably and without discrimination or preference whatever may be the date of issue of the same respectively.

7. No stock certificate shall be issued or if issued shall be obligatory or binding until it has been certified by one of the trustees in the form annexed to the form of stock certificate contained in the first schedule hereto.

8. The Canadian Northern Railway Company hereby guarantees unconditionally the payment of the principal and interest of the company's indebtedness in respect of stock certificates issued hereunder, as and when the same matures or may mature under the provisions hereof and there shall be appended to or endorsed upon this mortgage and executed by the Canadian Northern the following form of guarantee:—

"The Canadian Northern Railway Company by virtue of the power conferred upon it by an Act of the Parliament of Canada, passed in the fourth year of the reign of His Majesty King Edward the Seventh and by virtue of an Order in Council approved by His Excellency the Governor General in Council dated the day of A.D. 1906, does hereby

guarantee unconditionally the payment of the principal and interest of the Canadian Northern Quebec Railway Company's indebtedness in respect of debenture stock certificates issued under the provisions of a trust deed of mortgage dated the day of , 1906, made by said

company to British Empire Trust Company, Limited, and National Trust Company, Limited, as trustees, as and when the same becomes or may become payable under the provisions of said trust deed.

"Dated at Toronto, Canada, day
of , 1906.

"THE CANADIAN NORTHERN RAILWAY COMPANY.

"President or Vice-President.

(C. N. R. CO. SEAL.)

"Secretary."

9. The Canadian Northern shall be entitled to the benefit of the lien of this indenture for all moneys which it may pay in pursuance of its said or any additional guarantee of the payment of the principal and interest of stock issued in pursuance of the terms hereof, but it shall not be entitled to any payment out of the trust estate on account of any moneys so paid by it, unless and until the entire principal and interest, with interest on past due instalments of interest, of such stock so guaranteed shall have been first paid in full. The Canadian Northern may for the purposes of this indenture from time to time waive the default of the company in respect of the moneys so paid by the Canadian Northern. In any event of default the trustees may from time to time be called upon by the Canadian Northern to exercise and upon being properly indemnified against costs, expenses and liabilities, the trustees shall then exercise all the powers and remedies herein provided in the event of default in payment on the part of the company, or such of them as the Canadian Northern may from time to time specify.

10. The stock shall not be issued except as follows:—

(a) In exchange for bonds heretofore or hereafter issued and outstanding forming parts of the bond issues above-mentioned of the Great Northern or the Chateauguay Northern or the Quebec New Brunswick, such exchange to be made from time to time on such terms as may be agreed on by the company and the holders of said bonds. Provided that until the whole of the bonds forming any of said issues have been received in exchange or remain unissued to the satisfaction of the trustees or have been cancelled to their satisfaction, the security of the bonds of such issue which are actually received in exchange shall for the protection of the stockholders be maintained and preserved and said bonds shall be retained by the trustees and the rights and priorities thereof shall continue for the benefit of the stockholders and may be enforced for such benefit, but when all the bonds forming any of said issues have been received in exchange or remain unissued or have been cancelled as aforesaid they shall be cancelled.

(b) At the rate of £4,109, or \$20,000 per mile of railway hereafter constructed or acquired by the company or under contract to be constructed and not included in the mileage in respect of which bonds forming part of any of the three issues above-mentioned may at the time have been issued or may be issuable.

Provided always that with respect to stock representing mileage of lines not constructed such stock shall be issued only with the written consent of the Canadian Northern and then only from time to time as the construction is proceeded with and in such proportions of £4,109 or \$20,000 per mile from time to time as the chief engineer of the Company for the time being in charge of the works may decide, having regard to the proportion of work done and to be done, and the balance shall be issued on completion of such lines;

Provided also that such stock may with the consent of the Canadian Northern be issued and sold in advance of construction provided that the proceeds thereof be deposited to a special account in a bank approved by the trustees, such deposit to represent the stock so issued and to be paid out from time to time as construction is proceeded with in the same way as the stock it represents would be issued under the above provisions. The trustees may act upon the certificates of the Company's said engineer and such lines shall be deemed to have been completed within the meaning of the foregoing if the Board of Railway Commissioners for Canada has given leave that the same may be opened for the carriage of passenger and freight traffic under the provisions of the Railway Act, 1903, in that behalf.

(c) To the amount of the cost price to the Company of mortgage securities or shares in the capital stocks of corporations from time to time deposited with and specifically mortgaged to the trustees.

Provided always that the Company shall not be entitled to issue any stock under this sub-clause (c) without the consent in writing of the trustees, such consent not to be unreasonably withheld.

Provided also that no stock shall be issued under this sub-clause (c) without the written consent of the Canadian Northern.

11. The Company shall whenever it purchases or acquires any such securities or shares as aforesaid forthwith transfer or procure the transfer of the same to the trustees or their nominees free from encumbrances to be held by the trustees or their nominees as part of the specifically mortgaged premises, upon the trusts herein declared concerning the specifically mortgaged premises, and before the issue of any stock under sub-clause (c) of the preceding clause the Company shall execute sign and do all deeds, documents and things which the trustees shall reasonably require for vesting the said securities or shares in the trustees as part of the specifically mortgaged premises and until the Company shall have executed, signed and done all such deeds, documents and things as aforesaid, no refusal on the part of the trustees to consent to the issue hereunder of further stock or bonds against such securities shall under any circumstances be deemed to be unreasonable. The trustees shall until the security hereby constituted becomes enforceable as hereinafter provided, pay over to the Company or allow the Company to receive and retain all interest and dividends payable in respect of the said securities and shares as and when the same shall have been transferred to them or their nominees, and shall exercise all voting rights in respect of the same in such manner as the Company shall direct.

12. The Company for securing payment of all principal moneys and interest for the time being owing on the security of these presents and of all other moneys intended to be hereby secured, hereby grants and conveys to the trustees a specific charge

charge upon and over the whole of the undertakings and railways of the Company present and future including rights of way, station grounds, and all other real estate and interests therein, buildings and other structures and improvements, rolling stock and equipment, plant, machinery supplies, materials and other property, present and future acquired for the purposes of the said railways and in connection with operating, repairing and maintaining the same and the tolls, incomes and revenues of the Company arising and to arise from the said railways and the rights, privileges, franchises and powers of the Company now or hereafter held in respect to and in connection with the said railways and the operation, maintenance thereof (except as hereinafter expressly declared) such charge to rank next after the existing charges thereon as hereinbefore recited: Provided always that with respect to properties hereafter acquired by the Company and for the expenditure on or for which bonds may be hereafter issued under clause 13 of the above recited mortgage from Great Northern to Central Trust Company it is declared and agreed that such properties shall form part of the mortgaged premises under said mortgage and the priority of such mortgage over the charge hereby created shall take effect and continue as if such properties had been acquired and as if bonds for such expenditure had been issued before the making hereof.

13. There is hereby expressly excepted from the charge hereby created and from the operation of these presents all the lands which have heretofore been or may hereafter be granted or agreed to be granted to the Company, its predecessors or successors, by the Government of Quebec or any other Government as a land subsidy or bonus in aid of the construction of lines of railway and all present and future subsidies and bonuses in money or otherwise from the Government of Canada or any other Government or municipality and also all moneys and proceeds arising and to arise from any sale, pledge, mortgage or other disposition of any of such present and future subsidies and bonuses in land and money. Provided always and the Company hereby expressly covenants with the trustees that all subsidies and bonuses in money received by the Company from any Government or municipality and also all moneys and proceeds arising and to arise from any sale, pledge, mortgage or other disposition of any of such present and future subsidies and bonuses in money shall be employed and expended by the Company in the construction, extension and improvement of its lines of railway, terminals or other works, and shall not be employed or expended in any other manner whatsoever without the previous consent in writing of the trustees; provided that such consent shall not be unreasonably withheld.

14. It is also hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Company

and whether falling within a general or specific description of property hereunder, is hereby excepted out of the charge hereby created and does not and shall not form any portion of the mortgaged premises, and it is further and hereby declared and agreed that after any lease or sale made under the powers herein contained of any leasehold interest forming part of the mortgaged premises, the Company shall stand possessed of the premises sold for the last day of the term granted by the lease thereof or agreement therefor in trust for the purchaser or purchasers, their executors, administrators and assigns, to be assigned and disposed of as he or they may direct.

15. The trustees shall permit the Company to hold, manage and enjoy the mortgaged premises and to carry on its business thereon and therewith until the happening of some or one of the events upon which the security hereby constituted becomes enforceable and upon the happening of any such event the trustees may (but subject to the provisions hereinafter contained as to notice when such provisions are applicable) in their discretion and shall upon the request in writing of the holder or holders of one-fifth part in value of the stock for the time being outstanding or upon the request of the stockholders by a resolution passed in accordance with the provisions contained in the second schedule hereto (but in any case without any further consent on the part of the Company) and with or without taking possession of the mortgaged premises or any of them proceed to sell by one sale or successively through several sales and generally to realize, dispose of, collect and get in the mortgaged premises or such portion thereof as the trustees may deem necessary on such terms as to credits, partial credits and security for payment and otherwise as the trustees may think proper. In the case of a sale of the railway mortgaged premises or any part thereof such sale shall in the first place be by public auction and notice of the time and place of such sale or sales shall be publicly given by advertisement appearing once a week for at least four consecutive weeks in some newspaper of good circulation, published in the cities of London in England, Toronto and Montreal in Canada and New York in the United States of America and other places in the discretion of the trustees and no further notice or demand whatsoever to or upon the Company prior to such sale or sales shall be necessary and the trustees are authorized to adjourn such sale or sales from time to time in their discretion giving what they shall deem reasonable notice of the time and place of adjournment. In the case of a sale of any of the mortgaged premises other than the railway mortgaged premises or in the case of a sale of the railway mortgaged premises or any part thereof of which the public advertised sale hereinbefore required shall have proved abortive the sale shall be either by public auction with or without advertisement as to the trustees shall seem

fit or the same may without any notice to the Company be sold by private sale or tender or in such other way as the trustees in their absolute discretion think best. The trustees are hereby further authorized and empowered either in their own name or in the name of the Company to make, execute, acknowledge and deliver to the purchaser or purchasers of any of the mortgaged premises good and sufficient deeds of assignment, transfer or conveyance of the subject matter of the sale and any sale made as aforesaid shall be a perpetual bar both in law and equity against the Company and all other persons claiming by, through or under it, from claiming the subject matter of the sale or any interest therein. And for the purpose of effecting such assignment, transfer or conveyance the trustees are hereby constituted irrevocably the attorneys of the Company. As affecting the title to the subject matter purchased at any such sale the statements set forth in any affidavits or statutory declaration made by any director, president or manager of the trustees or either of them relating to default the time and manner of giving notice of any default or to the time and manner of giving notice of such sale, or as to the absence of any need to give notice of such sale shall not be open to contradiction or dispute by any party or parties but shall conclusively be deemed to be true. The trustees or any one or more of the stockholders or any person in their behalf may become purchasers at any sale of the mortgaged premises whether made under the power of sale hereinbefore contained or pursuant to judicial proceedings and the receipt of the trustees shall be a sufficient discharge to the purchaser or purchasers for his or their purchase money. Provided however that the trustees shall not be called upon or bound to take any proceedings to realize until they shall have been fully and satisfactorily indemnified against all costs and damages which may be incurred by reason of such proceedings. The trustees acting under these presents may if they shall elect enforce the powers of sale hereby conferred on the trustees by judicial proceedings in a court or courts of competent jurisdiction and the trustees shall be entitled to have the mortgaged premises sold by judicial sale under the decree or order of such court or courts.

16. The security hereby constituted shall become enforceable in each and every of the events following:—

(a) If the Company make default for a period of three calendar months in the payment of some interest secured by the stock.

(b) If an order is made or an effective resolution passed for winding up the Company.

(c) If the holder or the trustees of the mortgages securing any of the bond issues forming a charge on any part of the mortgaged premises in priority to this mortgage take proceedings for the appointment of a receiver and such receiver be appointed or in case such trustee sell or advertise a sale of the premises included in their mortgage or any part thereof.

(d) If the Company shall at any time commit any breach of any covenant, condition or provision herein contained and on its part to be observed and performed and shall not within three months after written notice specifying such default and requiring the Company to remedy the same shall have been given to the Company by the trustees, comply with the covenant condition or provision not observed or performed if then capable of being complied with or otherwise make good the breach to the satisfaction of the trustees.

And if at any time after the happening of any of the events aforesaid the trustees shall by notice in writing under their common seals declare that the security has become enforceable or a resolution of the stockholders to the like effect shall be duly passed in accordance with the provisions contained in the second schedule or the Canadian Northern or the holders of one-fifth in value of the stock for the time being outstanding shall have requested the trustees in writing to exercise the power or trust for sale hereinbefore conferred upon them.

17. Before making any entry upon or any sale calling in collection or conversion of the mortgaged premises or any of them under the power or trust in that behalf hereinbefore declared or conferred (hereinafter referred to as the primary trust for conversion), the trustees shall, except in the case of the security hereby constituted having become enforceable for any of the reasons contained in sub-clauses (b) and (c) of the last preceding clause hereof, give a written notice of their intention to the Company, and shall not execute the primary trust for conversion if in the case of such trust arising by reason of any default in payment of any interest the Company shall prove to the trustees the payment of the interest so in arrear within seven days next after such notice shall have been given to them, or if in the case of such trust having arisen by reason of any such breach of covenant, condition or provision as aforesaid, the Company shall forthwith upon such notice as aforesaid being given fully perform or comply with the covenant, condition or provision so broken or not complied with if capable of then being performed or complied with or make good the breach thereof or non-compliance therewith to the satisfaction of the trustees.

18. The trustees may at any time before the security hereby constituted becomes enforceable upon the application and at the expense of the Company (but only if and so far as in their opinion the interest of the stockholders or of the Canadian Northern shall not be prejudiced thereby) do or concur in doing all or any of the things following, that is to say:—

(1) May sell, call in, collect and convert all or any of the specifically mortgaged premises on such terms as to them may seem expedient, with full power to make any such sale for a lump sum or for a sum payable by instalments or for a sum on account and a mortgage or security for the balance or for a rent charge.

(2) May let on lease any part of the specifically mortgaged premises on such terms as may seem expedient whether for a rent fixed fluctuating or contingent and with or without premium.

(3) May exchange any part or parts of the specifically mortgaged premises for any other property suitable for the purposes of the Company and upon such terms as may seem expedient and either with or without payment or reception of money for equality of exchange or otherwise, and upon the maturity of the securities forming part of the mortgaged premises hereto may renew the same or exchange them for other securities issued by the same companies respectively.

(4) May set out, appropriate, grant or dedicate land forming part of the mortgaged premises for the purpose of roads, ways, canals, watercourses, gardens, places of amusement and other purposes public or private which may seem expedient.

(5) May assent to the modification of any contracts or arrangements which may be subsisting in respect of any of the mortgaged premises and in particular the terms of any leases or covenants.

(6) May exercise or permit the Company or any nominee of the Company or the trustees to exercise any powers or rights incident to the ownership of any of the specifically mortgaged premises.

(7) May permit the Company or any agent of the Company to receive any of the specifically mortgaged premises on an undertaking to deal with the same in a specified manner.

(8) May repay to the Company (by way of recoupment to the general assets) any sums which the Company may from time to time out of the general assets have expended upon any purpose specified in paragraph 13 of this clause.

(9) May release in favour of the Company or its nominees any part of the mortgaged premises upon such terms as the trustees shall think fit and in particular any of the locomotive, rolling stock, passenger, baggage, freight and other cars, machinery, tools and implements and generally personal property of every description included in the specifically mortgaged premises which, in the opinion of the directors of the Company, it may be desirable to have released from the charge hereby created and may allow the Company to dispose of or deal with the same in such manner as it shall deem expedient and to apply any moneys arising therefrom in the general business of the Company in such manner as the directors shall think fit, and a certificate under the hands of any two of the directors of the Company that such a release and disposal of the mortgaged premises or any part of them as aforesaid is desirable, shall be a complete and conclusive discharge to the trustees from any liability for acting under the provisions of this present clause.

(10) May release any of the specifically mortgaged premises which in the opinion of the trustees are unprofitable or a source of loss or danger to the Company.

(11) May settle, adjust, refer to arbitration, compromise and arrange all accounts, reckonings, controversies, questions, claims and demands whatsoever in relation to any of the mortgaged premises.

(12) May enter into, make, execute, sign and do all such contracts, conveyances, assurances, instruments and things and bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to any of the mortgaged premises, as may seem expedient.

(13) May apply any net capital moneys arising from any sale, lease or other dealing with the specifically mortgaged premises under this clause in developing, improving, protecting or preserving any of the specifically mortgaged premises or in erecting or constructing any buildings or works or other improvements, or in preventing or in endeavouring to prevent loss or apprehended loss thereof or detriment to any of the specifically mortgaged premises.

(14) Generally may act in relation to the specifically mortgaged premises in such manner and on such terms as they may deem expedient in the interest of the stockholders.

(15) May by supplementary agreement or otherwise make any changes and additions to or omissions from these presents and the schedules hereto, which may be required by the London Stock Exchange.

19. All net capital moneys arising under the last preceding clause hereof and all assets acquired pursuant to that clause shall (save and except so far as otherwise hereinbefore provided) become part of the specifically mortgaged premises and shall be vested in the trustees accordingly in such manner as they shall approve.

20. Subject as aforesaid the trustees shall invest the net capital moneys referred to in the last preceding clause hereof upon some or one of the investments hereinafter authorized with power from time to time at their discretion to vary such investments and with power from time to time at their discretion to resort to any such last-mentioned investments for any of the purposes for which such proceeds are under the last preceding clauses hereof authorized to be expended.

21. At any time after the security hereby constituted shall have become enforceable it shall be lawful for but not obligatory upon the trustees to enter upon and take possession of the mortgaged premises (making the entry upon any portion thereof in the name of the whole) and to operate and manage the business of the Company and to collect all the revenues, issues and profits thereof and for that purpose (as and when they shall think fit) to do each and every of the following things:—

(a) Make and effect all repairs and insurances and do all other acts which the Company might do in the ordinary conduct of its business as well for the protection as for the improvement of the mortgaged premises.

(b) Appoint attorneys, agents, servants, workmen and others for the aforesaid purposes upon such terms as to remuneration or otherwise as the trustees may think proper.

(c) Let all or any part of the mortgaged premises for such term and at such rent as the trustees may think proper.

(d) Exercise and do without the concurrence or request of the Company with reference to any of the mortgaged premises all or any of the powers, discretions and things which they are hereinbefore authorized to exercise or do with such concurrence or at such request with regard to the specifically mortgaged premises or the mortgaged premises.

And all revenues, issues and profits or other moneys received or collected by the trustees under this present clause after payment thereof of all charges and expenses incurred by the trustees, their agents or attorneys, shall be held by the trustees upon the trusts hereinafter declared concerning the moneys to arise under the primary trust for conversion. Neither the trustees or their agents or attorneys shall by reason of their entering into possession of the mortgaged premises or any part thereof be liable to account as mortgagees in possession or for anything except their actual receipts, nor shall they be liable for any loss on realization or for any default or omission for which a mortgagee in possession might be liable other than their own wilful default.

22. The Company hereby covenants to execute, sign and do all such further and separate mortgages and charges of the mortgaged premises or any of them, and all such other deeds, documents and things as shall be reasonably required for giving the trustees a valid mortgage or charge over the railway mortgaged premises of the nature hereinbefore provided for and for fully carrying into effect the objects of this indenture.

23. The Company hereby covenants with the trustees that it will at all times during the continuance of this security—

(a) Carry on and conduct its business in a proper and efficient manner.

(b) Keep proper books of account.

(c) Give to the trustees or any such person as aforesaid any reasonable information which they or he may require relating to the affairs of the Company.

(d) Keep all railways and buildings forming part of the specifically mortgaged premises and all plant, machinery, work, fixtures, fittings, implements, utensils and other effects thereon and therein in a good state of repair and in good working order and condition and permit the trustees at all reasonable times to enter upon the specifically mortgaged premises and view the state of the same.

(e) Insure and keep insured the buildings, plant, machinery, rolling stock and chattels forming part of the mortgaged premises to an amount which will reasonably protect the same against loss or damage by fire in one or more insurance offices to be

approved by the trustees and duly pay all premiums or other sums payable for that purpose and produce to the trustees when and if required every such policy of insurance and the receipt for the last premium payable thereunder. All moneys received under any such policy shall be applied to the satisfaction of the trustees in restoring the mortgaged premises if so required by the trustees. Neglect on the part of the Company to so insure and keep insured shall entail no liability on the part of the trustees and shall cast no duty on the trustees to insure or keep insured.

24. It is declared and agreed that the trustees are not to be held liable for any failure or defect of title to or encumbrance upon the mortgaged premises or for the statements of facts or recitals in this mortgage or in the said stock certificates contained or to verify the same but all such statements and recitals are deemed to have been made by the Company only.

25. And it is further provided that the trustees shall only be accountable for reasonable diligence in the management of the trusts hereof and that the trustees shall be entitled to take legal advice and employ such assistance as may be necessary to the proper discharge of their duties and to pay proper and reasonable compensation for all such legal advice or assistance as aforesaid, which compensation the Company agrees to pay.

26. By way of supplement to the provisions of any Act respecting trusts it is expressly declared as follows (that is to say):—

(1) That the trustees may in relation to these presents act on the opinion or advice of any lawyer, valuer, surveyor, broker, auctioneer or other expert whether obtained by the trustees or any of them by the Company or otherwise and shall not be responsible for any loss occasioned by so acting.

(2) That any such advice or opinion may be sent or obtained by letter, telegram or cablegram, and that the trustees shall not be liable for acting on any advice or information purporting to be conveyed by any such letter, telegram or cablegram, although the same shall contain some error or shall not be authentic.

(3) That the trustees shall be at liberty to accept a certificate signed by the president or vice-president of the Company or any two directors of the Company as to the length of the Company's line for the time being open and operated or as to the cost price to the Company of any securities or shares deposited with the trustees as sufficient evidence of the facts therein certified and shall also be at liberty to accept a similar certificate to the effect that any particular dealing or transaction or step or thing is in the opinion of the persons so certifying expedient as sufficient evidence that it is expedient and the trustee shall be in no wise bound to call for further evidence or be responsible for any loss that may be occasioned by acting thereon.

(4) That the trustees shall not be responsible for the consequences of any mistake or oversight or error of judgment or forgetfulness or want of prudence on the part of the trustees or any attorney, banker, receiver, solicitor, agent or other person appointed by them hereunder and no trustee hereof shall be responsible for the acts, neglects, mistakes, errors or defaults of any co-trustee. And in particular the trustees shall not be liable for any consequences that may ensue by reason of their giving or refusing their consent under clause 10 (c) hereof.

(5) That the trustees shall not be responsible for any misconduct on the part of any attorney, banker, receiver, solicitor, agent or other person appointed by them or any of them hereunder or bound to supervise the proceedings of any such appointee.

(6) That the trustees shall not be bound to give notice to any person or persons of the execution hereof or in any way to interfere with the conduct of the Company's business unless and until the security hereby constituted shall have become enforceable and the trustees shall have determined to enforce the same.

(7) That the trustees shall as regards all the trusts, powers, authorities and discretions hereby vested in them have absolute and uncontrolled discretion as to the exercise thereof whether in relation to the manner or as to the mode of and time for the exercise thereof and in the absence of fraud they shall be in nowise responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.

(8) That the trustees are to be at liberty to place all certificates, debentures, deeds and other documents certifying, representing or constituting the title to any of the mortgaged premises and to any other assets for the time being in their hands in any safe or receptacle selected by the trustees or with any banker or banking company or solicitor or any firm or persons whether at home or abroad or if the trustees think fit with the manager or responsible officer of the company in the country where such mortgaged premises or documents or other assets may for the time being be situated and the trustees shall not be responsible for any loss incurred in connection with any such deposit. And the trustees may pay all sums required to be paid on account or in respect of such deposit.

The provisions of this clause shall apply not only to the trustees but to any receivers or attorneys appointed by the trustees under the provisions hereof save so far as otherwise provided by such appointment.

27. It shall not be the duty of the trustees and nothing herein contained shall in any wise cast any obligation upon the trustees to see to the application by the Company of any stock or its proceeds delivered to the Company in accordance with the terms

of this indenture, or to see to the registration or filing or renewal of this or any other deed or writing by way of mortgage or bill of sale upon the mortgaged premises, or any part thereof or upon any other property of the Company, or to procure further other or additional instruments of further assurance, or to do any other act for the continuance of the lien hereof, or for giving notice of such lien or for extending or supplementing the same; or to keep themselves informed or advised as to the payment by the Company of any taxes or assessments or premiums of insurance, or other payments which the Company should make or to require such payments to be made; it is hereby agreed and declared that as to all the matters and things in this clause referred to the duty and responsibility shall rest upon the Company and not upon the trustees and the failure of the Company to discharge such duty and responsibility shall not in any way render the trustees liable or cast upon them any duty of responsibility for breach of which they would be liable.

28. After the security hereby constituted has become enforceable the Company shall from time to time and at all times execute and do all such assurances and things as the trustees may reasonably require for facilitating the realization of the mortgaged premises and for exercising all the powers, authorities and discretions hereby conferred on the trustees and in particular the Company,—

(a) Shall execute all transfers, conveyances, assignments and assurances of the mortgaged premises whether to the trustees or to their nominees.

(b) Shall give all notices and orders and directions which the trustees may think expedient.

For the purposes of this clause a certificate in writing signed by the trustees for the time being to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact.

29. The Company hereby irrevocably appoint the trustees to be the attorneys or attorney of the Company and in the name and on behalf of the Company to execute and do any assurances and things which the Company ought to execute and do under the covenants herein contained and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred on the trustees or their agents or attorneys.

30. No purchaser, mortgagee or other person or Company dealing with the trustees or their agents or attorneys shall be concerned to inquire whether the security hereby constituted has become enforceable or whether the power which the trustees or their agents or attorneys are purporting to exercise has become exercisable or whether any money remains due upon the security of these presents or as to the stock or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made or otherwise as to the propriety or regularity of any sale or conversion or to see the application of

any money paid to the trustees or their agents or attorneys and in the absence of fraud on the part of such purchaser, mortgagee or other person or Company such dealings shall be deemed so far as regards the safety and protection of such purchaser, mortgagee or other person or Company to be within the powers hereby conferred and to be valid and effectual accordingly.

31. All moneys to arise under the primary trust for conversion and all moneys received under any of the powers hereby conferred upon the trustees after making such entry as aforesaid and all investments or moneys held by the trustees when the primary trust for conversion becomes enforceable shall be held by the trustees (subject to the repayment of any advances having priority to the stock) upon trusts to apply the same for the following purposes and in the following order of priority:

(a) In payment of all costs, charges and expenses incurred and payments and disbursements made by the trustees or their agents or attorneys in the exercise or carrying out of any of the powers or trusts hereinbefore contained including therein solicitors' and counsels' fees and the costs of surveys, valuations, appraisements in connection with the specifically mortgaged premises or otherwise and the fees and charges to which the Government may be entitled in connection therewith and reasonable compensation or salaries to such attorneys, agents, clerks, assistants or persons as may render service to the trustees in carrying out or exercising any of the trusts or powers hereinbefore contained and all other expenses which may have been incurred by the trustees in connection with the trusts hereof and also of all remuneration payable to the trustees hereunder with interest on all such costs, charges, expenses and payments as hereinafter mentioned.

(b) In payment of the interest owing upon the stock *pari passu*.

(c) In payment of the principal money owing on the stock *pari passu*.

And the surplus, if any, shall be paid to the Company.

32. If the amount of the moneys at any time apportionable under the last preceding clause hereof shall be less than 10 per cent on the principal amount of the stock the trustees may at their discretion invest such money and the investments with the resulting income thereof may be accumulated until the accumulations together with any other funds for the time being under the control of the trustees and applicable for that purpose shall amount to a sufficient sum to pay 10 per cent upon the principal amount of the stock and then such accumulations and funds shall be applied in manner aforesaid.

33. The trustees shall give not less than seven days' notice to the stockholders in the manner in which notices may be served by the Company on the stockholders respectively as hereinafter or in the stock certificates provided of the days fixed for any payment to the holders of the stock under the pro-

visions hereinbefore contained and after the day so fixed the holders of the stock which shall be outstanding shall be entitled to interest on the balance only if any of the principal moneys due on such stock after deducting the amount (if any) payable in respect thereof on the day so fixed.

34. The receipt of the holder of any stock for the principal moneys and interest thereby secured or any part thereof shall be a good discharge to the trustees.

35. Upon any payment under the provisions herein contained on account of the principal moneys and interest secured by the stock the certificates of the stock in respect of which such payment shall be made shall be produced to the trustees who shall cause the same to be cancelled and a new certificate to be issued for the balance remaining unpaid thereon, but the trustees may in any particular case dispense with the production of any certificate upon such indemnity being given as they shall think fit.

36. Any moneys which under the trusts herein contained ought to be invested may be invested in the names or name of the trustees in any of the investments now authorized by the laws of England, or of any of the provinces of Canada, for the investment by trustees of trust moneys or in any other investments, whether similar to the aforesaid or not, which may be approved by the trustees and by a majority of the board of the Company, and may be placed on deposit in the names or name of the trustees at such bank or banks as they may think fit and any such investments may from time to time be varied for others of a like nature.

37. The Company shall comply with the stock certificates and perform the several conditions endorsed thereon. The stock certificates may be signed by the president or vice-president and the secretary, or by one director and the secretary, or by the local secretary and the registrar in London of the Company.

38. The Company will at all times keep in London, England, an office, and shall there keep an accurate register to the satisfaction and under the control of the trustees, showing the amount of stock for the time being issued and the date of issue and all subsequent transfers or changes of ownership thereof, and the names and addresses and description of the stockholders, and the persons deriving title under them, and shall provide a competent local secretary and registrar at the said office, who shall take charge of the said register and transfer book and perform such duties with respect thereto as the Company shall from time to time prescribe. The trustees and the holders of the stock, or any of them, and any person or persons authorized in writing by any of such persons, shall be at liberty at all reasonable times to inspect the said register and to take copies of and extracts from the same or any part thereof.

39. The trustees shall be entitled to reasonable remuneration and compensation for all services rendered by them in the

exercise of the trusts hereby created, and such compensation, as well as the reasonable compensation of their counsel and all such persons as they may employ in the administration or management of the trust, and all other reasonable expenses necessarily incurred or actually disbursed hereunder the Company agrees to pay, and the trustees shall have a lien therefor on the mortgaged premises prior to the lien of this indenture. The trustees and each of them may enter into any agreements with the Company relating to the payment of any remuneration for services rendered or to be rendered to the Company.

40. All costs, charges and expenses incurred and payments made by the trustees or their agents, attorneys or servants in the lawful exercise of the powers hereby conferred including all such remuneration, salary or fees as shall be paid to any counsel, attorney, agent or other persons shall be payable by the Company on demand and shall carry interest at five per cent per annum from the date of the same being incurred and all such costs, charges and expenses and payments and all interest thereon and all remuneration payable to the trustees hereunder shall be an additional charge on the mortgaged premises and shall be satisfied before any payment is made thereout to the shareholders or stockholders.

41. The trustees shall not be bound to take any step to enforce the performance of any of the covenants on the part of the Company in these presents contained unless when requested to do so in writing by the holder or holders of one-fifth part in value of the total amount of the stock or by the Canadian Northern, or by any extraordinary resolution of the stockholders passed in accordance with the provisions contained in the second schedule hereto, and then only if they shall be indemnified to their satisfaction against all actions, proceedings, claims and demands to which they may render themselves liable and all costs, charges, damages and expenses which they may incur by so doing.

42. The trustees may, except as herein otherwise provided, from time to time and at any time waive on such terms and conditions as to them shall seem expedient, any breach by the Company of any of the covenants in these presents contained without prejudice to the rights of the trustees in case of any subsequent like breach.

43. The trustees may (whenever they think it expedient in the interests of the stockholders) delegate to any person or persons all or any of the trusts, powers and discretions vested in them by these presents and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the trustees may (in the interests of the stockholders) think fit and the trustees shall not be in anywise responsible for any loss incurred by any misconduct or default on the part of any such delegate or sub-delegate.

44. Any trustee hereof shall have power to retire from the trusts hereof by one month's notice in writing under his hand or if such trustee is a corporation under the common seal of such corporation. The power of appointing new trustees hereof shall be vested in the Company; but a trustee so appointed must in the first place be approved of by a resolution of the stockholders passed in the manner specified in the second schedule hereto. A corporation or Company may be appointed trustee.

45. The provisions contained in the second schedule hereto shall have effect in the same manner as if such provisions were herein set forth.

46. Any notice required to be served on or given to the stockholders may be served upon or given to them by advertising the same twice at least in each of the following newspapers, namely, *The Times* newspaper in London, England, and a daily newspaper or newspapers published in Toronto and Montreal, in Canada, and in New York, in the United States of America, and any notice so given shall be deemed to have been given on the day on which the last of such advertisements appear.

47. The powers hereby conferred upon the trustees shall be in addition to any powers which may from time to time be vested in them by the general law or as holders of any of the stock.

48. Nothing contained in these presents, or in any stock hereby secured, shall prevent any consolidation, amalgamation or merger of the Company with any other corporation; or any conveyance, transfer or lease of all or part of the mortgaged premises to any corporation lawfully entitled to acquire the same, provided, however, that such consolidation, amalgamation, merger, sale or lease shall be upon such terms as to preserve and not to impair the lien and security of these presents.

49. The trustees hereby accept the trusts of this indenture and agree to carry out and discharge the same unless and until discharged therefrom by resignation or in some other lawful way.

50. The trustees or either of them may notwithstanding their positions as trustees become purchasers from the Company or otherwise of stock issued hereunder, or may make advances to the Company or others upon the security of such stock, and shall not be accountable as trustees hereunder by reason thereof.

In witness whereof this indenture has been duly executed by the parties.

THE CANADIAN NORTHERN QUEBEC
RAILWAY COMPANY.

D. B. Hanna,
President.

C.N.Q. RY.CO.

SEAL.

W. H. Moore,
Secretary.

THE BRITISH EMPIRE TRUST COMPANY,
LIMITED.

Z. A. Lash,
Attorney.

SEAL.

In presence of

R. P. Ormsby.

NATIONAL TRUST COMPANY,
LIMITED.

Z. A. Lash,
Vice-President.

N.T.CO., LTD.

SEAL.

W. E. Rundle,
Secretary.

THE CANADIAN NORTHERN RAILWAY
COMPANY.

D. D. Mann,
Vice-President.

C.N.R. CO.

SEAL.

W. H. Moore,
Secretary.

THE FIRST SCHEDULE ABOVE REFERRED TO.

THE CANADIAN NORTHERN QUEBEC RAILWAY COMPANY.

Incorporated under Acts of Parliament of Canada.

Authorized Capital, \$12,500,000.

Issue of 4 per cent perpetual guaranteed debenture stock made pursuant to the Statutes of the Parliament of Canada relating to the Company and to resolutions of the shareholders and of the board dated the 22nd day of October, 1906.

No.....

STOCK CERTIFICATE.

£.....

This is to certify that
of is the holder of £ sterling
of the above mentioned stock. The holders of the stock are
entitled to the benefit of and subject to the provisions contained
in a trust deed dated the day of October, 1906,
and made between the Canadian Northern Quebec Railway
Company, of the one part, and the British Empire Trust Com-
pany, Limited, of London, England, and the National Trust
Company, Limited, of Toronto, Canada, of the other part. The
stock is also issued subject to the conditions endorsed hereon.
Interest is payable on the stock half-yearly on the 30th day of
June and the 31st day of December in every year.

The payment of the principal and interest of said debenture
stock is guaranteed unconditionally by the Canadian Northern
Railway Company.

This certificate is not binding unless countersigned by one of
the trustees.

Dated the day of

.....

Local Secretary.

.....

Registrar.

Countersigned by
THE BRITISH EMPIRE TRUST COMPANY, LIMITED,
.....
Director.
.....
Manager.

Countersigned by
NATIONAL TRUST COMPANY, LIMITED,
.....
Secretary.

N.B.—This Certificate must be surrendered before any transfer of the whole
or any part of the stock comprised in it can be registered, and no fraction of 1 can
be transferred.

The conditions within referred to:—
1. The stock is repayable only in the event of the security
constituted by the within-mentioned trust deed becoming en-
forceable.
2. The Company will recognize the holder of any stock as the
absolute owner thereof, and shall not be bound to take notice
or see to the execution of any trust, whether express, implied
or constructive, to which any stock may be subject, and the
receipt of such person for the interest from time to time accruing
due in respect thereof shall be a good discharge to the Company,
notwithstanding any notice it may have, whether express or
otherwise, of the right, title, interest or claim of any other
person to or in such stock or moneys.

3. The stock is transferable in sums of £1 sterling or in multiples of £1 sterling by instrument in writing in the usual common form.

4. Every instrument of transfer must be signed both by the transferor and the transferee, in person or under power of attorney duly executed and attested to the satisfaction of the Company, and the transferor shall be deemed to remain owner of the stock to be transferred until the name of the transferee is entered in the register in respect thereof.

5. Every instrument of transfer must be left at the office of the Company in London, England, for registration, accompanied by the certificate of the stock to be transferred, and such other evidence as the directors or other officers of the Company authorized to deal with transfers may require to prove the title of the transferor or his right to transfer the stock.

6. All instruments of transfer which shall be registered will be retained by the Company.

7. A fee not exceeding 2s. 6d. will be charged for the registration of each transfer, and for registration of probates, proofs of death in joint holdings, marriage settlements, powers of attorney and other documents.

8. No transfer will be registered during the 21 days immediately preceding the days on which any payment is payable on the stock.

9. The executors and administrators of a deceased holder of registered stock (not being one of several joint-holders), and in case of the decease of one or more of several joint-holders, the survivor or survivors of such joint-holders shall be the only person recognized by the Company as having any title to such stock.

10. All amounts due and payable by the Company upon or in respect of the stock will be paid by cheque sent through the post to the registered address of the holder, or, in the case of joint-holders to the registered address of that one of the joint-holders who is first named on the register, or to such person and to such address as the holder or joint-holders may in writing direct upon a special form to be supplied by the Company. Every such cheque shall be made payable to the order of the person to whom it is sent. All cheques so sent through the post shall be at the risk of the stockholders to whom they are sent, and the Company shall not be liable for any loss or misapplication of the same after they are put into the post office, and payment of the cheque, when purporting to be endorsed by the stockholder to whom it is payable, to any person shall discharge the Company from all liability in respect to indebtedness of the Company for which such cheque was issued, whether the signature of the stockholder is or is not authentic.

11. If several persons are entered in the register as joint-holders of any stock, then, without prejudice to the last preceding clause, the receipt of any such person for any payment

from time to time payable in respect of such stock shall be as effective a discharge to the Company as if the person signing the same receipt were the sole registered holder of such stock.

12. Any notice may be given to the holders of the stock by sending the same through the post in a prepaid letter addressed to such holders at their addresses as they appear in the register of stockholders, and every notice sent by post shall be deemed to have been given on the day when the letter containing the same was put into the post. Any such notice may also be given by advertising the same twice in each of the following newspapers, namely, *The Times* newspaper in London, England, and a daily paper or papers published in Toronto, Canada, and in New York, in the United States, and any notice so given shall be deemed to have been given on the day on which the last of such advertisements appear.

The foregoing is the First Schedule to the annexed Mortgage or deed of trust.

THE CANADIAN NORTHERN QUEBEC
RAILWAY COMPANY.

D. B. Hanna,
President.

W. H. Moore,
Secretary.

THE BRITISH EMPIRE TRUST
COMPANY, LIMITED.

Z. A. Lash,
Attorney.

Witness:

R. P. Ormsby.

NATIONAL TRUST COMPANY.
LIMITED.

Z. A. Lash,
Vice-President.

W. E. Rundle,
Secretary.

THE CANADIAN NORTHERN
RAILWAY COMPANY.

D. D. Mann,
Vice-President.

W. H. Moore,
Secretary.

THE SECOND SCHEDULE ABOVE REFERRED TO.

1. The trustees or the Company may respectively and the trustees shall at the request in writing of persons holding not less than one-tenth of the nominal amount of the stock at the time outstanding at any time convene a meeting of the stockholders. Such meeting shall be held at such place in London, England, or Toronto, Canada, as the trustees shall determine.

2. Seven clear days' previous notice at the least of any meeting, specifying the place, day, and hour of meeting, and the general nature of the business to be transacted shall be given to the stockholders by advertising the same twice at least in each of the following newspapers, namely:—*The Times* newspaper in London, England, and a daily newspaper or newspapers published in Toronto, Canada, and in New York, in the United States of America, and such notice shall be deemed to have been given on the last day on which any such advertisement appears in any of the said newspapers. It shall not be necessary to specify in any such notice the terms of the resolutions to be proposed. A copy of such notice shall also be sent by post to the trustees (unless the meeting shall be convened by them) at least fourteen clear days before the day appointed for holding the meeting.

3. At any such meeting persons holding or representing by proxy one-twentieth of the nominal amount of the stock for the time being outstanding shall form a quorum for the transaction of business. If within half an hour from the time appointed for any meeting of the stockholders a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present, the stockholders present shall form a quorum. No business shall be transacted at any meeting unless the requisite quorum be present at the commencement of the business.

4. Some person nominated in writing by the trustees shall be entitled to take the chair at every such meeting, and if no such person is nominated, or if at any meeting the person nominated shall not be present within fifteen minutes after the time appointed for holding the meeting, the stockholders present shall choose one of their number to be chairman.

5. Every question submitted to a meeting of the stockholders shall be decided in the first instance by a show of hands, and in case of an equality of votes the chairman shall both on a show of hands and at the poll have a casting vote in addition to the vote or votes, if any, to which he may be entitled as a stockholder.

6. At any such meeting of stockholders unless a poll is demanded in writing by one or more of the stockholders holding or representing by proxy one-twentieth of the nominal amount

of the stock for the time being outstanding, a declaration by the chairman that a resolution has been carried, or carried by any particular majority, or lost, shall be conclusive of the fact.

7. If at any meeting a poll is demanded as aforesaid, it shall be taken in such a manner, and either at once or after an adjournment as the chairman directs, and the result of each poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

8. The chairman may, with the consent of any such meeting, adjourn the same from time to time.

9. No poll shall be demanded on the election of a chairman or on any question of adjournment.

10. At any such meeting each stockholder shall be entitled upon a poll to one vote in respect of every principal sum of £100 sterling, or \$486.66 $\frac{2}{3}$ of lawful money of Canada secured by the stock registered in his name in the books of the Company, and no person other than the registered holders of the stock shall be entitled to vote or shall be recognized as the legal holders of the stock.

11. Holders of stock may vote either personally or by proxy.

12. The instrument appointing a proxy shall be in writing under the hand of the appointor, or if such appointor is a corporation under the common seal or under the hand of some officer duly authorized in that behalf, such instrument may be in the form following:—

THE CANADIAN NORTHERN QUEBEC RAILWAY COMPANY.

I,
of _____, in the county of _____,
being a holder of four per cent perpetual guaranteed debenture
stock of the above Company hereby appoint
_____ as my proxy to vote for me and on my behalf
at the meeting of the four per cent perpetual guaranteed debenture
stockholders of the said Company, to be held on the _____
day of _____ and
at any adjournment thereof.

Dated this _____ day of _____

[Signed]

13. No person (or corporation) other than the trustees shall be appointed as a proxy who is not a stockholder or a duly appointed representative of a corporation which is a stockholder.

14. The instrument appointing a proxy shall be deposited at such place as the trustees may, in the notice convening the meeting, direct or in case there is no such place appointed then at the head office of the Company in Toronto, Canada, or at the office of the Company for the time being in London, England, according as the meeting is convened to be held in Toronto or London respectively, not less than forty-eight hours before

the time for holding the meeting at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, and no proxy shall be used at any adjourned meeting which could not have been used at the original meeting.

15. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the proxy, or transfer of the stock in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation, or transfer shall have been received at the office of the company in Toronto, Canada, or London, England, aforesaid, as the case may be, before the meeting.

16. Where there are joint registered holders of any stock, any one of such persons may vote at any such meeting either personally or by proxy in respect of such stock, as if he were solely entitled thereto, but if more than one of such joint-holders be present at any meeting personally or by proxy, that one of such persons so present, whose name stands first on the register in respect of such stock, shall alone be entitled to vote in respect thereof.

17. A general meeting of the stockholders shall, in addition to all other powers, have the following powers, exercisable only by extraordinary resolution approved by the Canadian Northern, viz. :—

(a) Power to sanction any scheme for the reconstruction of the Company or for the amalgamation of the Company with any other company.

(b) Power to authorize the trustees to accept in satisfaction or part satisfaction for the sale or transfer of all or any part of the mortgaged premises, any shares, whether preference, ordinary, deferred or founders' shares, debentures, mortgage debentures, debenture stock or any other securities of any company formed or to be formed.

(c) Power to sanction the exchange of the stock for and the conversion of the stock into shares, debentures, mortgage debentures, debenture stock or any other securities of the Company or any other company formed or to be formed.

(d) Power to sanction the release of the Company and of the whole or any part of the mortgaged premises from the whole or any part of the principal and interest owing upon the stock.

(e) Power to distribute in specie any shares or securities received under the subsections (b) and (c) hereof.

(f) Power to sanction any modification or compromise of the rights of the stockholders against the Company or against its property, whether such rights shall arise under the trust deed or stock certificates, or otherwise.

(g) Power to assent to any modification of the provisions contained in the trust deed which shall be proposed by the

Company and to authorize the trustees to concur in and execute any deed supplemental to the trust deed embodying such modification.

(h) Power to authorize the trustees or any of their agents or attorneys where they shall have entered into possession of the mortgaged premises to give up possession of the premises of the Company, whether unconditionally or upon any conditions.

(i) Power to declare that the security constituted by the trust deed has not become enforceable, notwithstanding the happening of any of the events upon which such security becomes enforceable under the provisions of the trust deed.

(j) Power to authorize the Company to charge or mortgage the property charged by the trust deed or any part of such property in priority to the principal money and interest secured by the stock.

(k) Power to authorize the application for any purpose whatever of the net proceeds to arise from any sale or conversion made by the trustees upon the application of the Company, and before the security constituted by the said trust deed shall have become enforceable.

(l) Power to restrain any stockholder from taking or instituting any proceedings or suit against the Company to foreclose the security created by or enforce the trusts of the trust deed, or otherwise howsoever in connection with the stock held by him, and to direct such stockholder to waive any default or defaults by the Company, on which any such proceedings or suit is founded.

(m) Power to require the trustees to enforce any of the covenants on the part of the Company contained in the trust deed.

(n) Power to require the trustees to do or refrain from doing any act or thing which the trustees are bound to do upon the request in writing of one-half or any less number of the stockholders.

18. An extraordinary resolution passed at a general meeting of the stockholders duly convened and held in accordance with these presents shall be binding upon all the stockholders, whether present or not present at such meeting, and each of the stockholders and the trustees shall subject to the provisions for indemnity in the trust deed contained, be bound to give effect thereto accordingly.

19. The expression "extraordinary resolution," when used in this schedule, means a resolution passed at a meeting of the stockholders duly convened and held in accordance with the provisions herein contained, at which the holders of a majority in value of the whole of the stock are present in person or by proxy, by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands, or, if a poll is duly demanded, by a majority of not less than three-fourths of the votes given on such poll.

20. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered in books, to be from time to time provided for that purpose by the trustees at the expense of the Company, and any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings had, shall be conclusive evidence of all matters therein contained, and until the contrary is proved, every such meeting in respect of the proceedings, of which minutes have been made, shall be deemed to have been duly held and convened and all resolutions passed thereat or proceedings had to have been duly passed and had.

The foregoing is the second schedule to the annexed mortgage or deed of trust.

Witness:
R. P. Ormsby.

THE CANADIAN NORTHERN QUEBEC RAILWAY
COMPANY.

D. B. Hanna,
President.

W. H. Moore,
Secretary.

THE BRITISH EMPIRE TRUST COMPANY,
LIMITED.

Z. A. Lash,
Attorney.

NATIONAL TRUST COMPANY, LIMITED.

Z. A. Lash,
Vice-President.

W. E. Rundle,
Secretary.

THE CANADIAN NORTHERN RAILWAY
COMPANY.

D. D. Mann,
Vice-President.

W. H. Moore,
Secretary.



6-7 EDWARD VII.

CHAP. 74.

An Act respecting the Canadian Pacific Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Canadian Pacific Railway Company has by Preamble.
its petition prayed that it be enacted as hereinafter
set forth, and it is expedient to grant the prayer of the said
petition: Therefore His Majesty, by and with the advice and
consent of the Senate and House of Commons of Canada, enacts
as follows:—

1. The limit of thirty thousand dollars per mile to the amount
of bonds which the Company may issue secured exclusively Issue of
securities
on Toronto-
Sudbury
branch.
upon any branch line of railway fixed by section 1 of chapter
51 of the statutes of 1888, is hereby extended to forty thousand
dollars per mile in respect of the branch line of railway from
Romford, on its main line, to Bolton, on the line of the Ontario
and Quebec Railway, and known as the Toronto-Sudbury branch,
a distance of about two hundred and twenty-eight miles, sub-
ject, however, to all the other provisions of the said chapter 51,
and of section 4 of chapter 56 of the statutes of 1887, in respect
of the application of the proceeds of such bonds and of the
manner in which they shall be secured and issued and the dis-
position of their proceeds provided for, and such bonds may be
issued only in proportion to the length of railway constructed
or under contract to be constructed.

2. Unless the railway from a point at or near Otterburne on
the Company's Emerson branch, thence southeasterly to a point Time
extended for
construction
of line
authorized
by 1900, c. 55.
at or near Stuartburne in township two, range six, east, which
the Company was authorized to construct by chapter 55 of the
statutes of 1900, is commenced within two years and completed
and put in operation within five years after the passing of this
Act, the powers granted by Parliament for the construction
thereof

thereof shall cease and be null and void with respect to so much of the said railway as then remains uncompleted.

Lines of
railway in
Alberta and
Saskatchewan
authorized.

3. The Company may construct, acquire and operate all or any of the following lines of railway in the provinces of Alberta and Saskatchewan, that is to say:—

(a) A line from a point in townships 32 to 34, range 21 to 23 west of the second meridian, in a northerly direction into the town of Prince Albert, a distance of about one hundred and thirty miles;

(b) A line from a point on the Pheasant Hills branch of the Canadian Pacific Railway in township 39 or 40, range 19 or 20 west of the third meridian, in a northerly and westerly direction towards the Battle River, thence westerly through townships 43, 44 or 45 to a point in range 5 or 6 west of the fourth meridian; thence southerly and westerly crossing the Pheasant Hills branch of the Canadian Pacific Railway to a junction with the Lacombe extension of the Calgary and Edmonton Railway in township 36, 37 or 38, range 11, 12 or 13 west of the fourth meridian, a distance of about one hundred and eighty miles;

(c) A line from a point on the proposed extension of the Moosejaw branch of the Canadian Pacific Railway in township 27, 28, 29, 30 or 31, range 4, 5, 6 or 7 west of the third meridian, in a westerly and northerly direction to a junction with the terminus of the Lacombe branch of the Calgary and Edmonton Railway as authorized by chapter 89 of the statutes of 1903;

(d) A line from a point on the Pheasant Hills branch of the Canadian Pacific Railway in township 39, 40 or 41, range 3, 4 or 5 west of the fourth meridian, in an easterly and southerly direction to a point in township 30, 31 or 32, range 17, 18 or 19 west of the third meridian, a distance of about one hundred and thirty miles;

(e) A line from a point on the Pheasant Hills branch of the Canadian Pacific Railway in township 36, range 6 or 7 west of the third meridian, in a southerly and westerly direction to a point in township 29, 30 or 31, range 10, 11 or 12 west of the third meridian, a distance of about seventy-five miles;

(f) A line from Weyburn on the northwestern extension of the Souris branch of the Canadian Pacific Railway westerly through townships 6, 7, 8 or 9 to a point in range 30 west of the second principal meridian, a distance of about one hundred miles;

(g) A line from a point at or near Estevan in a northwesterly direction to a point in township 4, range 22 west of the second meridian, a distance of about one hundred miles;

(h) A line from Earl Grey or Bulyea on its Pheasant Hills branch, province of Saskatchewan, or from some point between those places, southwesterly to a point in township 20 or 21, range 21 west of the second meridian;

(i) A line from a point in township six, seven, eight or nine, range thirty west of the second principal meridian, in a west-

erly direction to a connection with the Crows Nest Pass branch between range sixteen west of the fourth principal meridian and Lethbridge, a distance of about three hundred and fifty miles;

(j) A line from a point on the proposed revision of the Crows Nest Pass branch in township ten, range twenty-three or twenty-four west of the fourth principal meridian in a northerly direction to a point in township fifteen, sixteen, seventeen or eighteen, range twenty-two, twenty-three or twenty-four west of the fourth principal meridian, a distance of about fifty miles.

4. The Company may construct the railway from Stonewall or Teulon, northwesterly to the east shore of Lake Manitoba, authorized by chapter 54 of the statutes of 1901 and by chapter 77 of the statutes of 1906, from a point on the extension of its present Stonewall branch north of Teulon instead of from Stonewall or Teulon or from a point on the Company's line between those places as in the said Acts provided.

Point of commencement of branch line changed.

5. If the construction of the lines of railway hereby authorized is not commenced within two years after the passing of this Act, or if the lines of railway hereby authorized are not completed and put into operation within five years after the passing of this Act, then the powers conferred upon the Company by this Act shall cease and be null and void as respects so much of the said lines as is not commenced within two years and completed within five years as aforesaid.

Time for construction limited.

6. Subject to the provisions of section 7 hereof, the Company may issue bonds which shall be a first lien and charge to be secured exclusively upon the lines of railway respectively to be constructed under section 3 of this Act in the same way and with the same effect as if they were branch railways within the meaning of section 1 of chapter 51 of the statutes of 1888, and the said section shall apply accordingly; but the capital of such bonds shall not exceed the rate of twenty-five thousand dollars per mile of such lines of railway respectively, and such bonds may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Issue of bonds.

2. The provisions of sections 136 (excepting subsection 1 thereof) to section 146, both inclusive, of *The Railway Act* not inconsistent with the Company's "Special Act," as that expression is defined in *The Railway Act*, shall apply to the bonds to be issued under the authority of this section.

R.S., c. 37.

7. In lieu of the bonds the issue of which is authorized by this Act the Company may, subject to the provisions of this Act, issue consolidated debenture stock to the same amount, the holders of which shall have equal rights in all respects and

Issue of consolidated debenture stock in lieu of bonds.

shall rank *pari passu* with holders of such consolidated debenture stock as the Company has, prior to the passing of this Act, been authorized to issue.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 75.

An Act to incorporate the Central Canada Manufacturers Mutual Fire Insurance Company.

[Assented to 27th April, 1907.]

WHEREAS the persons hereinafter named have by their Preamble.
petition prayed that it be enacted as hereinafter set forth,
and it is expedient to grant the prayer of the said petition:
Therefore His Majesty, by and with the advice and consent of
the Senate and House of Commons of Canada, enacts as follows:—

1. Phineas Hophni Burton, of Toronto, George Charles Incorpor-
Henry Lang, of Berlin, John Dundas Flavelle, of Lindsay, ation.
William Moir Gartshore, of London, William Buchan Tindall,
Alfred Jephcott, George Frank Beer and John Warren Cowan, of
Toronto, Daniel Wilson, of Collingwood, all in the province of
Ontario, Jeffrey Hale Burland and Jean Damien Rolland, of
Montreal, in the province of Quebec, Theodore Harding Esta-
brooks, of St. John, in the province of New Brunswick, and
Byron Erb Bechtel, of Waterloo, in the province of Ontario,
together with such persons as become members of the company,
are incorporated under the name of "The Central Canada Corporate
Manufacturers Mutual Fire Insurance Company," hereinafter name.
called "the Company."

2. The persons named in section 1 of this Act shall be Provisional
the provisional directors of the Company, a majority of whom directors.
shall be a quorum. They shall hold office until their successors
are elected as hereinafter provided, and shall forthwith take
all necessary steps to organize the Company.

3. The head office of the Company shall be at the city of Head office.
Toronto, in the province of Ontario.

Business of
Company.

4. The Company may make and effect contracts of insurance upon the mutual system with manufacturers and owners of property used for manufacturing establishments against loss or damage by fire or lightning in respect of buildings used for manufacturing purposes or in connection therewith for storage or other like purposes, and the contents thereof.

Re-insur-
ance.

2. The Company may cause itself to be re-insured against any risk it has undertaken.

"Manufac-
turers"
defined.

3. In this section the word "manufacturers" means persons who, in the course of their business, use machinery moved or worked by electricity, steam, water or other mechanical power.

When
business
may be
commenced.

5. No policy of insurance shall be issued by the Company until applications have been made on at least three hundred separate and distinct risks, for an aggregate of at least one million dollars of insurance, the premiums whereon in cash and premium notes received by the Company shall amount to at least fifty thousand dollars, of which at least ten thousand dollars shall be in cash; nor until a license has been issued to the Company for the transaction of such fire insurance business.

Premium
notes.

6. The Company may accept the premium notes of the assured for assurance, and may undertake contracts in consideration thereof, and the said notes shall, subject to the provisions of section 9 hereof as to fixed payments, be assessed for the losses, expenses and reserve of the Company in the manner hereinafter provided.

Form of
premium
note.

7. Where the premium note is made upon a sheet or page which contains other matter, the premium note shall be so entitled in conspicuous type, and shall be separated from such other matter by a blank space of at least an inch wide carried across the sheet or page, and if such other matter requires, or is intended to receive the assent of the maker of the premium note, such assent shall be evidenced by a signature wholly distinct from the signature to the premium note, and any violation of this section shall render the note absolutely null and void.

Rates to be
charged.

8. The rate to be charged or taken by way of premium note for insuring first class isolated property shall not be less than one dollar per one hundred dollars per annum, and the minimum rate of insurance upon other property shall be increased relatively with the increased risk, according to the nature of such property, provided that premium notes of not less than one dollar per one hundred dollars per annum may be charged or taken when and so long as the gross amount at risk exceeds two million dollars, and the total assets of the Company do not fall below two per cent of the gross amount at risk.

9. The directors may demand in cash a part or first payment of the premium at the time that application for insurance is made, and such first payment shall be credited upon the said premium note or against future assessments, but not more than sixty per cent of any premium note shall be paid in cash at the time of such application or of effecting the insurance: Provided that non-payment of any of the fixed payments hereinafter mentioned, subsequent to the first, shall forfeit the insurance if such fixed payment remains unpaid after thirty days' notice of the fixed payment due has been mailed by registered post to the person by whom the fixed payment is payable, directed to his post office address as given in his original application or otherwise in writing to the Company. Provided further, that on every premium note taken for insurance there shall be payable at the commencement of each year of insurance a fixed sum amounting to at least one-fourth of one per cent of the sum insured, and the premium note shall, as to the balance thereof, be subject to assessment by the directors.

First
payments
in cash.

Proviso.

10. All premium notes belonging to the Company shall be assessed under the direction of the directors, at such intervals from their respective dates, for such sums as the directors determine, and for such further sums as they think necessary and as are authorized by this Act for losses, expenses and reserve, during the currency of the policies for which the said notes were given and in respect of which they are liable to assessment, and every member of the Company, or person who has given a premium note, shall pay the sums from time to time payable by him to the Company during the continuance of his policy in accordance with the assessment, and the assessment shall become payable in thirty days after notice thereof has been mailed by registered post to the member who has given the premium note, directed to his post office address as given in his original application or otherwise in writing to the Company.

Assessment
of premium
notes.

When
assessment
becomes
payable.

11. If the assessment on the premium note upon a policy is not paid within thirty days after notice mailed to the assured under such policy at his said post office address, as aforesaid, the contract of insurance for which the assessment has been made shall be null and void as respects all claims for losses occurring during the time of non-payment; but the contract shall be revived when the assessment has been paid, unless the secretary gives notice to the contrary to the assessed party in the manner provided in the last preceding section, but nothing herein contained shall relieve the assured from his liability to pay any assessment legally levied while his policy is in force, nor shall the assured be entitled to recover the amount of loss or damage which happens to property insured under the contract while such assessment remains due and unpaid, unless the directors in their discretion decide otherwise.

Effects of
non-pay-
ment of
assessment.

Revival of
contract.

Notice of assessment.

12. A notice of assessment upon any premium note mailed as aforesaid shall be deemed sufficient if it embodies the register number of the contract, the period over which the assessment extends, the amount of the assessment, the time when and the place where payable.

Proportion of assessment.

Proviso.

13. Subject to the provisions of section 8 hereof, assessments upon premium notes shall always be in proportion to the amount of the notes: Provided that where the Company alters its premium note rate, but still holds in respect of subsisting contracts premium notes of the prior rate, the Company may, as between the respective premium notes so differing in rate, make and levy such differential assessments as will, in risk of the same amount, and of the same class of hazard, equalize the cost of insurance to the makers of the respective premium notes.

Company may sue for assessments on premium notes.

14. If, for thirty days after notice of assessment mailed as aforesaid, a member who has given a premium note refuses or neglects to pay the assessment, the Company may sue for and recover it, with costs of suit, and such proceedings shall not be a waiver of any forfeiture incurred by non-payment.

Annual assessment for a reserve fund.

15. The Company may form a reserve fund, to consist of all moneys which remain on hand at the end of each year after payment of the ordinary expenses and losses of the Company and for that purpose the directors may levy an annual assessment not exceeding ten per cent on the premium notes held by the Company, and the reserve fund may, from time to time, be applied by the directors to pay off such liabilities of the Company as are not provided for out of the ordinary receipts for the same or any succeeding year.

When amount of premium note may be retained by directors.

16. If there is a loss on property insured by the Company the directors shall retain the amount of the premium note given for insurance thereof until the time has expired for which insurance has been made, and at the expiration of the said time the insured may demand and shall receive such part of the retained sum as has not been assessed for.

When premium note becomes absolutely void.

17. On the expiration of forty days after the term of insurance has ended the premium note given for the term shall be absolutely null and void, except as to first payment or fixed payments remaining unpaid, and except as to lawful assessments of which written notice has been given to the maker of the premium note during the currency of the policy, or within the said period of forty days, and on the expiration of the said period the premium note shall, upon application therefor, be given to the maker thereof, provided all liabilities with which the premium note is chargeable as aforesaid have been paid.

18. The Company shall be composed of policy-holders, who shall own and control all its property and affairs as hereinafter provided, and each policy-holder during the continuance of his policy shall be, and is hereby constituted, a member of the Company, and, while such member, may give one vote at all general meetings in person or by proxy. Such proxy must be also a policy-holder in the Company, and the authority in writing to such proxy must be filed with, or sent by registered letter to, the manager at least two days previous to such meeting.

Company to be composed of policy-holders.

19. Within six months after the licensing of the Company the provisional directors shall call a meeting of the members, to be held at the head office, of which meeting at least one month's notice shall be given by publication in at least one local newspaper and by circular sent by mail to the last known address of each member. At the said meeting the members present or represented by proxy shall elect a board of not less than six nor more than fifteen directors, who shall manage the affairs of the Company, and of whom a majority shall be a quorum.

First general meeting.

Election of first directors.

2. Thereafter the Company shall hold an annual meeting, notice whereof shall be given in the manner provided by subsection 1 of this section. At such annual meeting a statement of the Company's affairs shall be presented, and the annual election of directors shall take place. All the directors then in office shall retire, but if otherwise qualified they shall be eligible for re-election.

Annual meeting.

3. All elections of directors shall be by ballot, and the persons who have the greatest number of votes at such election shall be directors, except as hereinafter provided; and if two or more persons have an equal number of votes in such manner that more than the required number appear to be chosen as directors, then those having a greater number of votes than those whose votes are equal shall forthwith determine which of the said persons so having an equal number of votes shall be the director or directors, so as to complete the number required.

Annual election of directors.

4. At each such annual meeting all business may be transacted without the necessity for specifying such business in the notice of such meeting.

Business at annual meetings.

5. At each such annual meeting there shall also be selected an auditor, who shall be a certificated chartered accountant, and whose duty it shall be to audit the books and accounts of the Company for the next ensuing year, and report thereon to the annual meeting next ensuing. Such auditor shall be elected by open vote of the members present.

Election of auditor.

20. No person, except as hereinafter provided, shall be eligible to be elected or to continue a director unless he is a member of the Company and is assured for a sum not less than five thousand dollars, or is a member of a firm or corporation

Qualification.

insured for a like amount: Provided that the executive council of the Canadian Manufacturers Association shall have the right to appoint one director, who shall not be required to qualify in the manner hereinbefore provided, and in the event of any such director appointed by such executive council dying or retiring from the board of directors the said executive council may fill such vacancy.

Vacancies.

21. The office of a director shall become vacant by death, resignation, lapse of his policy, or removal from Canada, and such vacancy shall be filled for the remainder of the term for which he had been elected by a member duly qualified as aforesaid, to be nominated by a majority of the remaining directors within a reasonable time after such vacancy occurs.

When election not held on day designated.

22. In case any election of directors is not made on the day on which it ought to be made the corporation shall not for that cause be dissolved, but the election may be held on any subsequent day within three months thereafter according to the provisions of the by-laws of the Company, and upon giving notice of such day, as hereinbefore provided; and the directors in office shall so continue until a new election is made, and the directors elected on such subsequent day shall have all the powers conferred by this Act as if elected on the annual day of election.

By-laws by directors.

23. The directors may, from time to time, make such by-laws, rules and regulations as appear to them proper and needful, touching the well ordering of the Company, the management and disposition of its property and effects, and the calling of special general meetings, the regulation of the meetings of directors, the appointment, from time to time, of an executive committee or committee of directors (which, if they deem it advisable, may include the manager), with such powers and duties as the directors, from time to time, confer and impose upon them, the election of a president and vice-president, the appointment of a general manager, a secretary and a treasurer, if they deem such to be necessary, the appointment and removal of officers, the remuneration to be paid to them, the security to be given by them, respectively, for the due performance of their duties, the adjusting and paying of all claims against the Company, the determining of rates, rules and conditions under which the Company's policies shall be issued, and generally to do all other necessary matters and things they deem expedient in conducting and managing the interests, business and affairs of the Company.

Repeal thereof.

2. The directors may, from time to time, repeal, amend or re-enact such by-laws; but every such by-law, excepting by-laws made respecting agents, officers and servants of the Company, and every repeal, amendment or re-enactment thereof, unless

in the meantime confirmed at a general meeting of the Company, duly called for that purpose, shall only have force until the next annual meeting of the Company, and in default of confirmation thereat, shall, at and from that time, cease to have force.

24. At all meetings of the directors a majority shall be a **quo-rum** for the transaction of business, and all questions of business shall be decided by a majority of votes; and in case of an equality of votes the president, vice-president or presiding director shall give the casting vote in addition to his vote as a director. At all such meetings the president, or in his absence the vice-president, or, in the absence of both, a director chosen by a majority of the directors present, shall preside.

Quorum of directors.
Who to preside.

25. No director or officer of the Company shall become a borrower of any of its funds, nor shall any officer of the Company receive, hold, or use any proxy at meetings of the Company.

Officers may not borrow funds nor hold proxies.

26. This Act, and the Company, and the exercise of the powers hereby conferred, shall be subject to the provisions of *The Insurance Act*.

R.S., c. 34.

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6 - 7 EDWARD VII.

CHAP. 76.

An Act respecting the Central Counties Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Central Counties Railway Company has by Preamble.
its petition prayed that it be enacted as hereinafter set
forth, and it is expedient to grant the prayer of the said petition:
Therefore His Majesty, by and with the advice and consent of
the Senate and House of Commons of Canada, enacts as fol-
lows:—

1. The Central Counties Railway Company may, subject to Bond issue
the provisions of *The Railway Act*, issue bonds, debentures or
other securities upon sections one and three of its railway, as
defined by section 1 of chapter 89 of the statutes of 1891, to 1891, c. 89.
the extent of twelve thousand five hundred dollars per mile of
each of the said sections constructed or under contract to be
constructed, and shall apply the proceeds in the first place
to the payment or redemption of the existing bonds of the said
Company and in the second place for other purposes of the said
Company.

2. The sections of the undertaking of the said Company not Time for
yet constructed may be commenced within two years and com- construction
pleted and put in operation within five years after the passing of railway
of this Act; and if the said sections are not so commenced or extended.
are not completed and put in operation within the said periods
respectively, then the powers granted for such construction
shall cease and be null and void as respects so much of the
undertaking as then remains uncompleted.



6-7 EDWARD VII.

CHAP. 77.

An Act to incorporate the Collingwood Southern Railway Company.

[Assented to 27th April, 1907.]

WHEREAS a petition has been presented praying that it be Preamble.
enacted as hereinafter set forth, and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House
of Commons of Canada, enacts as follows:—

1. Peter Paton, manufacturer, Francis William Bryan, manu- Incorporation.
facturer, Herbert Young Telfer, merchant, Frederick Walter
Churchill, agent, all of the town of Collingwood, in the county
of Simcoe, province of Ontario, and Lachlan Alexander Ham-
ilton, of the city of Toronto, in the said province, gentleman,
together with such persons as become shareholders in the Com-
pany, are hereby incorporated under the name of "The Col- Corporate
lingwood Southern Railway Company," hereinafter called "the name.
Company."

2. The undertaking of the Company is hereby declared to Declaration.
be a work for the general advantage of Canada.

3. The persons named in section 1 of this Act are hereby Provisional
constituted provisional directors of the Company. directors.

4. The capital stock of the Company shall be five hundred Capital stock.
thousand dollars. No one call thereon shall exceed ten per
cent on the shares subscribed.

5. The head office of the Company shall be in the town of Head office.
Collingwood, in the county of Simcoe.

6. The annual meeting of the shareholders shall be held on Annual
the first Tuesday in September. meeting.

Directors. 7. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors.

Line of railway described. 8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and a half inches,—

(a) from a point on the Georgian Bay at or near the said town of Collingwood, in the province of Ontario, thence southerly to a point at or near Baxter on the Sudbury branch of the Canadian Pacific Railway;

(b) from a point at or near the said town of Collingwood on the Georgian Bay, southerly and easterly, to join the Canadian Pacific Railway at or near the town of Orillia, in the county of Simcoe.

Special powers. 9. The Company may, for the purposes of its undertaking—

(a) construct, acquire and navigate steam and other vessels for the conveyance of passengers, goods and merchandise, and construct, acquire, lease and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith;

(b) acquire and utilize water and steam power for the purpose of compressing air or generating electricity for lighting, heating or motor purposes, and dispose of surplus power generated by the Company's works and not required for the undertaking of the Company; and, for the purposes of such acquisition, utilization and disposal, construct, operate and maintain lines for the conveyance of light, heat, power and electricity;

(c) acquire electric or other power or energy, which may be transmitted and delivered to any place in the municipalities through which the railway is authorized to be built; and receive, transform, transmit, distribute and supply such power or energy in any form, and dispose of the surplus thereof.

Telegraph and telephone lines. 10. The Company may construct and operate telegraph and telephone lines upon and along its railway and branches, and establish offices for and undertake the transmission of messages for the public and collect tolls therefor; and for the purposes of operating such telegraph or telephone lines the Company may, subject to *The Railway Act*, enter into contracts, with any companies having powers to construct or operate telegraph or telephone lines, for the exchange or transmission of messages or for the working, in whole or in part, of the lines of the Company.

Tolls. 2. No tolls or charges shall be demanded or taken from any person for the transmission of any message by telegraph or telephone, or for leasing or using the telegraphs or telephones of the Company, until such tolls or charges have been approved of by the Board of Railway Commissioners of Canada, and such tolls and charges shall be subject to revision from time to time by the said Board.

3. Part II. of *The Telegraphs Act* shall apply to the telegraphic business of the Company. R.S., c. 126.

11. The securities issued by the Company shall not exceed thirty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed. Issue of securities.

12. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Company may enter into agreements with the Canadian Pacific Railway Company, the Grand Trunk Railway Company and the Canadian Northern Railway Company, or with any of the said companies, for any of the purposes specified in the said section 361. Agreements with other companies.

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6 - 7 EDWARD VII.

CHAP. 78.

An Act respecting *La compagnie du chemin de fer de Colonisation du Nord*.

[Assented to 22nd March, 1907.]

WHEREAS *La Compagnie du chemin de fer de Colonisation du Nord* has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.
1899, c. 62;
1902, c. 55.

1. *La Compagnie du chemin de fer de Colonisation du Nord* may, within five years after the passing of this Act, construct the railways authorized by section 7 of chapter 62 of the statutes of 1899; provided that as to so much thereof as is not constructed within that period the powers of the said Company shall cease and determine.

Time for
construction
extended.

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6-7 EDWARD VII.

CHAP. 79.

An Act respecting the Crawford Bay and St. Mary's Railway Company.

[Assented to 12th April, 1907.]

WHEREAS the Crawford Bay and St. Mary's Railway Com- Preamble.
pany has by its petition prayed that it be enacted as
hereinafter set forth, and it is expedient to grant the prayer of 1904, c. 70;
the said petition: Therefore His Majesty, by and with the 1906, c. 85.
advice and consent of the Senate and House of Commons of
Canada, enacts as follows:—

1. The Crawford Bay and St. Mary's Railway Company, Line of
hereinafter called "the Company," may construct and operate railway
a railway from the present eastern terminus of its railway here- authorized.
tofore authorized at Lethbridge, in the province of Alberta,
southeasterly to Pakowki, thence in a general easterly direc-
tion by the most feasible route through the provinces of Alberta
and Saskatchewan, south of the Cypress Hills, along Frenchman
River, and north of Twelve Mile Lake and Willowbunch Lake
to Hartney, in the province of Manitoba.

2. All powers of the Company in relation to its railway Existing
already authorized shall apply to the railway authorized by powers to
section 1 of this Act. apply.

3. Subject to the provisions of sections 361, 362 and 363 of Agreement
The Railway Act, the Company may enter into an agreement with
with the Canadian Northern Railway Company for any of the another
purposes specified in the said section 361. company.

4. Section 4 of chapter 70 of the statutes of 1904 is amended 1904, c. 70,
by striking out the words "one million" in line one thereof and s. 4 amended.
substituting therefor the words "fifteen million." Capital
increased.

5. The Company may commence the construction of its rail- Time
way and expend fifteen per cent of the amount of its capital extended.
stock

stock thereon within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not completed and put in operation, within the said periods respectively, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

1906, c. 85,
s. 3 repealed.

6. Section 3 of chapter 85 of the statutes of 1906 is repealed

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 80.

An Act respecting patents of William A. Damen.

[Assented to 8th February, 1907.]

WHEREAS William A. Damen, of the city of Toronto, in the Preamble.
county of York, has by his petition represented that he is
the holder of letters patent of Canada issued under the seal of
the Patent Office, namely, patent number forty thousand six
hundred and thirty dated the eleventh day of October, one
thousand eight hundred and ninety-two, and patent number
thirty-eight thousand two hundred and eighty-four dated the
fifteenth day of February, one thousand eight hundred and
ninety-two; and whereas the said William A. Damen has prayed
that it be enacted as hereinafter set forth, and it is expedient
to grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House of
Commons of Canada, enacts as follows:—

1. Notwithstanding anything to the contrary in *The Patent* Commissioner
Act, or in the said recited letters patent number forty thousand of Patents
six hundred and thirty, the Commissioner of Patents may re- may extend
ceive from William A. Damen an application for a certificate duration of
of payment and the usual fee upon the said letters patent for letters
the remainder of the term of eighteen years from the date patent.
thereof, and may grant and issue to the said William A. Damen
a certificate of payment as provided by *The Patent Act*, and
an extension of the duration of the said patent to the full term
of eighteen years, in as full and ample a manner as if application
therefor had been duly made within twelve years from the date
of the said letters patent.

2. Any person who has, without infringing any other letters Existing
patent, within the period between the eleventh day of October, rights saved.
one thousand nine hundred and four, and the passing of this
Act, commenced to manufacture, use and sell in Canada the
inventions covered by the said letters patent, may continue to
manufacture,

manufacture, use and sell such inventions in as full and ample a manner as if the preceding section had not been passed.

Duration of
patent.

Commissioner
may amend
records.

3. Notwithstanding anything in *The Patent Act*, or in the said recited letters patent number thirty-eight thousand two hundred and eighty-four, the term of each period thereof shall be six years, and the Commissioner of Patents may grant any certificate and alter, cancel or substitute any documents of record relating to the said patent which may be necessary to give effect to this section.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 81.

An Act respecting the Dominion Central Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Dominion Central Railway Company has Preamble.
by its petition prayed that it be enacted as hereinafter set
forth, and it is expedient to grant the prayer of the said petition: 1904, c. 90;
Therefore His Majesty, by and with the advice and consent 1905, c. 86.
of the Senate and House of Commons of Canada, enacts as
follows:—

1. Section 4 of chapter 86 of the statutes of 1905 is repealed. 1905, c. 86,
s. 4 repealed.

2. The Dominion Central Railway Company may commence Time for
construction
extended.
the construction of its railway and expend fifteen per cent of
the amount of its capital thereon, within two years after the
passing of this Act, and may complete the said railway and put
it in operation within five years after the passing of this Act;
and if the said railway is not so commenced and such expendi-
ture is not so made, or if the said railway is not completed and
put in operation within the said periods respectively, the powers
of construction conferred upon the said Company by Parliament
shall cease and be null and void as respects so much of the rail-
way as then remains uncompleted.

3. Subject to the provisions of sections 361, 362 and 363 of Agreements
with other
companies.
The Railway Act, the Company may enter into agreements with
the Canadian Pacific Railway Company and the Canadian
Northern Railway Company, or either of them, for any of the
purposes specified in the said section 361.



6-7 EDWARD VII.

CHAP. 82.

An Act respecting the Dominion Fire Insurance Company.

[Assented to 22nd March, 1907.]

WHEREAS the Dominion Fire Insurance Company has by Preamble.
its petition prayed that it be enacted as hereinafter set
forth, and it is expedient to grant the prayer of the said petition: 1904, c. 73.
Therefore His Majesty, by and with the advice and consent
of the Senate and House of Commons of Canada, enacts as
follows:—

1. Notwithstanding the provisions of section 24 of *The Time*
Insurance Act, the time limited therein for obtaining a license extended for
by the Dominion Fire Insurance Company is extended from the obtaining
eighteenth day of July, one thousand nine hundred and six, to license.
the eighteenth day of July, one thousand nine hundred and
seven.

2. Section 3 of chapter 73 of the statutes of 1904 is amended Section 3
by striking out the words “five hundred thousand” in the first amended.
and second lines thereof and substituting therefor the words
“one million.”

3. Section 4 of the said Act is repealed and the following is New
substituted therefor:— section 4.

“**4.** The head office of the Company shall be in the city of Head office
Toronto, in the province of Ontario, but local advisory boards and agencies
or agencies may be established and maintained elsewhere, in
such manner as the directors from time to time direct.”

4. Subsection 1 of section 5 of the said Act is amended by Section 5
striking out the words “some place in the city of Vancouver”, amended.
in the fifth and sixth lines thereof and substituting therefor
the words “the head office,” and by striking out of the ninth
line thereof the words “nine directors” and substituting therefor
Number of
directors.

the words "not less than nine and not more than fifteen directors."

New section
8.

5. Section 8 of the said Act is repealed and the following is substituted therefor :

Sums to be
paid in.

"8. Before obtaining the license required by *The Insurance Act* at least one hundred thousand dollars of the capital stock shall be paid in cash into the funds of the Company to be appropriated only for the purposes of the Company under this Act, and thereafter in each succeeding year for five years a further sum of fifteen thousand dollars shall be paid annually in cash upon the capital stock of the Company."

OTTAWA: Printed by SAMUEL EDWARD DAWSON, Law Printer to the King's most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 83.

An Act to incorporate the Eastern Canada Manufacturers Mutual Fire Insurance Company.

[Assented to 27th April, 1907.]

WHEREAS the persons hereinafter named have by their Preamble.
petition prayed that it be enacted as hereinafter set
forth, and it is expedient to grant the prayer of the said petition:
Therefore His Majesty, by and with the advice and consent of
the Senate and House of Commons of Canada, enacts as fol-
lows:—

1. Jeffrey Hale Burland, Jean-Damien Rolland, John Jones Incorpor-
McGill, Samuel William Ewing, Joseph Allen, and Charles ation.
Colquhoun Ballantyne, all of the city of Montreal, in the province
of Quebec, Phineas Hophni Burton, of the city of Toronto, and
John Dundas Flavelle, of the town of Lindsay, all of the pro-
vince of Ontario, George Elie Amyot of the city of Quebec, in
the province of Quebec, William Horsley Rowley, of the
city of Ottawa, in the province of Ontario, Theodore Harding
Estabrooks, of the city of St. John, and Gilbert White Ganong,
of the city of St. Stephen, in the province of New Brunswick,
and John Harry Blue, of the city of Sherbrooke, in the province
of Quebec, together with such persons as become shareholders
in the company, are incorporated under the name of "The Corporate
Eastern Canada Manufacturers Mutual Fire Insurance Com- name.
pany," hereinafter called "the Company."

2. The persons named in section 1 of this Act shall be the Provisional
provisional directors of the Company, a majority of whom directors.
shall be a quorum. They shall hold office until their successors
are elected as hereinafter provided, and shall forthwith take
all necessary steps to organize the Company.

3. The head office of the Company shall be at the city of Head office.
Montreal, in the province of Quebec.

Business
of Company.

4. The Company may make and effect contracts of insurance upon the mutual system exclusively with manufacturers and owners of property used for manufacturing establishments against loss or damage by fire or lightning in respect of buildings used for manufacturing purposes or in connection therewith for storage or other like purposes, and the contents thereof.

Re-insurance.

2. The Company may cause itself to be re-insured against any risk it has undertaken.

"Manufacturers"
defined.

3. In this section the word "manufacturers" means persons who, in the course of their business, use machinery moved or worked by electricity, steam, water or other mechanical power.

When
business
may be
commenced.

5. No policy of insurance shall be issued by the Company until applications have been made and accepted on at least three hundred separate and distinct risks, and for an aggregate of at least one million dollars of insurance, the premiums whereon in cash and premium notes received by the Company shall amount to at least fifty thousand dollars, of which at least ten thousand dollars shall be in cash; nor until a license has been issued to the Company for the transaction of such fire insurance business.

Premium
notes.

6. The Company may accept the premium notes of the assured for insurance, and may undertake contracts in consideration thereof, and the said notes shall, subject to the provisions of section 9 hereof as to fixed payments, be assessed for the losses, expenses and reserve of the Company in the manner hereinafter provided.

Form of
premium
note.

7. Where the premium note is made upon a sheet or page which contains other matter, the premium note shall be so entitled in conspicuous type, and shall be separated from such other matter by a blank space of at least an inch wide carried across the sheet or page, and if such other matter requires, or is intended to receive the assent of the maker of the premium note, such assent shall be evidenced by a signature wholly distinct from the signature to the premium note, and any violation of this section shall render the note absolutely null and void.

Rates to be
charged

8. The rate to be charged or taken by way of premium note for insuring first class isolated property shall not be less than one dollar per one hundred dollars per annum, and the minimum rate of insurance upon other property shall be increased relatively with the increased risk, according to the nature of such property, provided that premium notes of not less than one dollar per one hundred dollars per annum may be charged or taken when and so long as the gross amount at risk exceeds two million dollars, and the total assets of the Company do not fall below two per cent of the gross amount at risk.

9. The directors may demand in cash a part or first payment of the premium note at the time that application for insurance is made, and such first payment shall be credited upon the said premium note or against future assessments, but not more than sixty per cent of any premium note shall be paid in cash at the time of such application or of effecting the insurance: Provided that non-payment of any of the fixed payments hereinafter mentioned subsequent to the first shall forfeit the insurance if such fixed payment shall remain unpaid after thirty days' notice of the fixed payment due has been mailed by registered post to the person by whom the fixed payment is payable, directed to his post office address as given in his original application or otherwise in writing to the Company: Provided further, that on every premium note taken for insurance there shall be payable at the commencement of each year of insurance a fixed sum amounting to at least one-fourth of one per cent of the sum insured, and the premium note shall, as to the balance thereof, be subject to assessment by the directors.

First
payments
in cash.

Proviso.

10. All premium notes belonging to the Company shall be assessed under the direction of the directors, at such intervals from their respective dates for such sums as the directors determine, and for such further sums as they think necessary and as are authorized by this Act for losses, expenses, and reserve, during the currency of the policies for which the said notes were given, and in respect of which they are liable to assessment, and every member of the Company who has given a premium note shall pay the sums from time to time payable by him to the Company during the continuance of his policy in accordance with the assessment, and the assessment shall become payable in thirty days after notice thereof has been mailed by registered post to the member who has given the premium note directed to his post office address, as given in his original application or otherwise in writing to the Company.

Assessment
of premium
notes.

When
assessment
becomes
payable.

11. If the assessment on the premium note upon a policy is not paid within thirty days after notice mailed to the assured under such policy at his said post office address as aforesaid the contract of insurance for which the assessment has been made shall be null and void as respects all claims for losses occurring during the time of non-payment; but the contract shall be revived when the assessment has been paid, unless the secretary gives notice to the contrary to the assessed party in the manner provided in the last preceding section; but nothing herein contained shall relieve the assured from his liability to pay any assessment legally levied while his policy is in force, nor shall the assured be entitled to recover the amount of loss or damage which happens to property insured under the contract while such assessment remains due and unpaid unless the directors in their discretion decide otherwise.

Effects of
non-pay-
ment of
assessment.

Revival of
contract.

Notice of assessment.

12. A notice of assessment upon any premium note mailed as aforesaid shall be deemed sufficient if it embodies the register number of the contract, the period over which the assessment extends, the amount of the assessment, the time when and the place where payable.

Proportion of assessment.

13. Subject to the provisions of section 8 hereof assessment upon premium notes shall always be in proportion to the amount of the notes: Provided that where the Company alters its premium note rate, but still holds in respect of subsisting contracts premium notes of the prior rate, the Company may, as between the respective premium notes so differing in rate, make and levy such differential assessments as will, in risk of the same amount, and of the same class of hazard, equalize the cost of insurance to the makers of the respective premium notes.

Proviso.

Company may sue for assessments on premium notes.

14. If for thirty days after notice of assessment mailed as aforesaid, a member who has given a premium note refuses or neglects to pay the assessment, the Company may sue for and recover the same with costs of suit, and such proceedings shall not be a waiver of any forfeiture incurred by such non-payment.

Annual assessment for a reserve fund.

15. The Company may form a reserve fund, to consist of all moneys which remain on hand at the end of each year after payment of the ordinary expenses and losses of the Company, and for that purpose the directors may levy an annual assessment not exceeding ten per cent on the premium notes held by the Company, and the reserve fund may from time to time be applied by the directors to pay off such liabilities of the Company as are not provided for out of the ordinary receipts for the same or any succeeding year.

When amount of premium note may be retained by directors.

16. If there is a loss on property insured by the Company the directors shall retain the amount of the premium note given for insurance thereof until the time has expired for which insurance has been made, and at the expiration of the said time the insured shall have the right to demand and receive such part of the retained sum as has not been assessed for.

When premium note becomes absolutely null and void.

17. On the expiration of forty days after the term of insurance has ended the premium note given for the term shall be absolutely null and void except as to first payment or fixed payments remaining unpaid, and except as to lawful assessments, of which written notice has been given to the maker of the premium note during the currency of the policy, or within the said period of forty days, and on the expiration of the said period the premium note shall, upon application therefor, be given up to the maker thereof, provided all liabilities with which the premium note is chargeable as aforesaid have been paid.

Company to be composed of policy-holders.

18. The Company shall be composed of policy-holders who shall own and control all its property and affairs as hereinafter provided,

provided, and each policy-holder during the continuance of his policy shall be, and is hereby constituted, a member of the Company, and, while such member, may give one vote at the annual and all other general meetings, in person or by proxy; provided such proxy must also be a policy-holder in the Company, and the authority in writing to such proxy be filed with or sent by registered letter to the manager at least two days previous to such meeting.

19. Within six months after the licensing of the Company the provisional directors shall call a meeting of the members, to be held at the head office, of which meeting at least one month's notice shall be given by publication in at least one local newspaper and by circulars sent by mail to the last known address of each member. At the said meeting the members present or represented by proxy shall elect a board of not less than six nor more than fifteen directors, who shall manage the affairs of the Company, and of whom a majority shall be a quorum.

First general meeting.

Election of first directors.

2. Thereafter the Company shall hold an annual meeting, notice whereof shall be given in the manner provided by subsection 1 of this section. At such annual meeting a statement of the Company's affairs shall be presented, and the annual election of directors shall take place. All directors then in office shall retire, but if otherwise qualified they shall be eligible for re-election.

Annual meeting.

3. All such elections of directors shall be by ballot, and the persons who have the greatest number of votes at such election shall be directors, except as hereinafter provided; and if two or more persons have an equal number of votes in such manner that more than the required number appear to be chosen as directors, then those having a greater number of votes than those whose votes are equal shall forthwith determine which of the said persons so having an equal number of votes shall be the director or directors, so as to complete the number required.

Annual election of directors.

4. At each such annual meeting all business may be transacted without the necessity of specifying such business in the notice of such meeting.

Business at annual meetings.

5. At each such annual meeting there shall also be selected an auditor, who shall be a certificated chartered accountant, whose duty it shall be to audit the books and accounts of the Company for the next ensuing year and report thereon to the annual meeting next ensuing; and such auditor shall be elected by open vote of the members present.

Selection of auditor.

20. No person, except as hereinafter provided, shall be eligible to be elected or to continue a director unless he is a member of the Company and is assured for a sum not less than five thousand dollars, or is a member of a firm or corporation insured for a like amount: Provided that the executive council of the Canadian Manufacturers Association shall have

Qualification

the right to appoint one director who shall not be required to qualify in the manner hereinbefore provided, and in the event of such director appointed by such executive council dying or retiring from the board of directors, then and in such case the said executive council may fill the said vacancy.

Vacancies.

21. The office of a director shall become vacant by death, resignation, lapse of his policy, or removal from Canada, and such vacancy shall be filled for the remainder of the term for which he has been elected by a member duly qualified as aforesaid, to be nominated by a majority of the remaining directors within a reasonable time after such vacancy occurs.

When
election not
held on day
designated.

22. In case any election of directors is not made on the day on which it ought to be made the corporation shall not for that cause be dissolved, but the election may be held on any subsequent day within three months thereafter according to the provisions of the by-laws of the Company, and upon giving notice of such day as hereinbefore provided, and the directors in office shall so continue until a new election is made, and the directors elected on such subsequent day shall have all the powers conferred by this Act as if elected on the annual day of election.

By-laws by
directors.

23. The directors may from time to time make such by-laws, rules and regulations as appear to them proper and needful, touching the well ordering of the Company, the management and disposition of its property and effects, the calling of special general meetings, the regulation of the meetings of the directors, the appointment from time to time of an executive committee or committee of directors (which if they deem it advisable may include the manager) with such powers and duties as the directors from time to time, confer and impose upon them, the election of a president and vice-president, the appointment of a general manager, a secretary and a treasurer if they deem such to be necessary, the appointment and removal of officers, the remuneration to be paid to them, the security to be given by them respectively for the due performance of their duties, the adjusting and paying of all claims against the Company, the determining of rates, rules and conditions under which the Company's policies shall be issued, and generally to do all other necessary matters and things they deem expedient in conducting and managing the interests, business and affairs of the Company.

Repeal
thereof.

2. The directors may, from time to time, repeal, amend or re-enact such by-laws; but every such by-law, excepting by-laws made respecting agents, officers and servants of the Company, and every repeal, amendment or re-enactment thereof, unless in the meantime confirmed at a general meeting of the Company, duly called for that purpose, shall only have force until the

next annual meeting of the Company, and in default of confirmation thereat, shall, at and from that time, cease to have force.

24. At all meetings of the directors a majority of the board shall be a quorum for the transaction of business, and all questions of business shall be decided by a majority of votes, and in case of an equality of votes the president, vice-president or presiding director shall give the casting vote in addition to his vote as a director; at all such meetings the president, or in his absence the vice-president, or in the absence of both a director chosen by a majority of the directors present, shall preside. Quorum of directors.
Who to preside.

25. No director or officer of the Company shall become a borrower of any of its funds, nor shall any officer of the Company receive, hold, or use any proxy at meetings of the Company. Officers may not borrow funds nor hold proxies

26. This Act, and the Company, and the exercise of the powers hereby conferred, shall be subject to the provisions of *The Insurance Act*. R.S., c. 34.

OTTAWA: Printed by SAMUEL EDWARD DAWSON, Law Printer to the King's most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 84.

An Act to incorporate the Eastern Townships Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS a petition has been presented praying that it Preamble.
be enacted as hereinafter set forth, and it is expedient
to grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House of
Commons of Canada, enacts as follows:—

1. Paul Tourigny, of Victoriaville, Napoléon Rousseau and Incorporation.
Pierre Désilets, of Ste. Clotilde de Horton, Edmond Vigneau, of
St. Samuel de Horton, and Louis Renaud Lavergne, of the
town of Arthabaska, in the province of Quebec, together with
such persons as become shareholders in the company, are in-
corporated under the name of “Eastern Townships Railway Corporate name.
Company,” hereinafter called “the Company.”

2. The undertaking of the Company is declared to be a Declaratory.
work for the general advantage of Canada.

3. The persons named in section 1 of this Act are constituted Provisional directors.
provisional directors of the Company.

4. The capital stock of the Company shall be five hundred Capital stock.
thousand dollars. No one call thereon shall exceed ten per
cent on the shares subscribed.

5. The head office of the Company shall be in the town of Head office.
Arthabaska, in the province of Quebec.

6. The annual meeting of the shareholders shall be held on Annual meeting.
the first Tuesday in September.

7. The number of directors shall be not less than five nor Directors
more than nine, one or more of whom may be paid directors.

Line of
railway
described.

8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches, from a point on the Intercolonial Railway in the municipality of the parish of St. Léonard, in the county of Nicolet, thence crossing the Nicolet river and running in a southeasterly direction to the boundary of the county of Nicolet, thence through the municipalities of Ste. Clotilde de Horton, St. Albert de Warwick, Ste. Victoire d'Arthabaska, the village of Victoriaville, the town of Arthabaska, the parish of St. Christophe, the municipality of West Chester and the village of Chesterville, in the county of Arthabaska, and thence through the municipality of Notre Dame de Lourdes de Ham, the township of North Ham, St. Adrien de Ham, Wotton, St. Camille, South Ham and the township of Dudswell, to the junction of the Quebec Central Railway and the Maine Central Railway in the county of Wolfe, in the province of Quebec.

Issue of
securities.

9. The securities issued by the Company shall not exceed twenty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Agreement
with other
companies
and with
I.C.R.

10. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Company may enter into agreements with all or any of the Companies hereinafter named for any of purposes specified in the said section 361, such companies being the Grand Trunk Railway Company of Canada, the Maine Central Railway Company, and the Quebec Central Railway Company, and also into agreements for such purposes with the Government of Canada with respect to the Intercolonial Railway.

OTTAWA: Printed by SAMUEL EDWARD DAWSON, Law Printer to the King's most Excellent Majesty.



6 - 7 EDWARD VII.

CHAP. 85.

An Act to incorporate the Edmonton, Dunvegan and British Columbia Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS a petition has been presented praying that it be Preamble.
enacted as hereinafter set forth, and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House of
Commons of Canada, enacts as follows:—

1. James B. MacDonald, of the city of Winnipeg, in the Incorporation.
province of Manitoba, Donald McLeod and Thomas G. Galligher,
of the city of Spokane, in the state of Washington, John A.
Sandgreen, of the city of Edmonton, in the province of Alberta,
and Clive Pringle, of the city of Ottawa, in the county of Carleton,
province of Ontario, together with such persons as become
shareholders in the company, are incorporated under the name
of "The Edmonton, Dunvegan and British Columbia Railway Corporate
Company," hereinafter called "the Company." name.

2. The persons named in section 1 of this Act are constituted Provisional
provisional directors of the Company. directors.

3. The capital stock of the Company shall be one million Capital
dollars. No one call thereon shall exceed ten per cent on the stock.
shares subscribed.

4. The head office of the Company shall be in the city of Head office.
Edmonton, province of Alberta.

5. The annual meeting of the shareholders shall be held on Annual
the first Tuesday in September. meeting.

6. The number of directors shall be not less than five, nor Directors.
more than nine, one or more of whom may be paid directors.

Line of
railway
described.

7. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point at or near the city of Edmonton, thence in a northwesterly direction, by the most feasible route, to a point at or near the town of Dunvegan; thence following the valley of the Peace River in a westerly direction to a point at or near its confluence with the Parsnip River, in the province of British Columbia; thence southerly following the valley of the Parsnip River by the most feasible route, to a point at or near the town of Fort George, in the province of British Columbia.

Issue of
securities

8. The securities issued by the Company shall not exceed thirty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Agreements
with other
companies.

9. Subject to the provisions of sections 361, 362 and 363, of *The Railway Act*, the Company may enter into agreements with all or any of the companies hereinafter named for any of the purposes specified in the said section 361, such companies being the Canadian Pacific Railway Company, the Calgary and Edmonton Railway Company, the Grand Trunk Pacific Railway Company and the Canadian Northern Railway Company.

OTTAWA: Printed by SAMUEL EDWARD DAWSON, Law Printer to the King's most Excellent Majesty.



6 - 7 EDWARD VII.

CHAP. 86.

An Act to incorporate the Fidelity Life Insurance Company of Canada.

[Assented to 27th April, 1907.]

WHEREAS a petition has been presented praying that it may Preamble.
be enacted as hereinafter set forth, and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House
of Commons of Canada, enacts as follows:—

1. Harley Lorenzo Pierce, William Henry B. Aikens, Alton Incorpor-
Huycke Garrett, Ralph Dana Pierce and William O'Connor, all ation.
of the city of Toronto in the county of York, in the province of
Ontario, together with such persons as become shareholders in
the company, are hereby incorporated under the name of "The Corporate
Fidelity Life Insurance Company of Canada," hereinafter called name.
"the Company."

2. The persons named in section 1 of this Act, together with Provisional
such persons, not exceeding nine, as they associate with them, directors.
shall be the provisional directors of the Company, a majority of
whom shall be a quorum; and they may forthwith open stock
books, procure subscriptions of stock for the undertaking, make
calls on stock subscribed, and receive payments thereon; and Powers.
shall deposit in a chartered bank in Canada all moneys received
by them on account of stock subscribed, or otherwise received
by them on account of the Company, and shall withdraw the
same for the purposes only of the Company; and may do gener-
ally what is necessary to organize the Company.

3. The capital stock of the Company shall be one million Capital stock.
dollars, divided into shares of one hundred dollars each.

4. The head office of the Company shall be in the city of Head office.
Toronto, in the province of Ontario.

Branch offices. 2. The directors may, from time to time, establish local advisory boards or agencies, either within Canada or elsewhere.

First general meeting. 5. As soon as two hundred and fifty thousand dollars of the capital stock of the Company have been subscribed, and ten per cent of that amount paid into some chartered bank in Canada, the provisional directors shall call a general meeting of the shareholders of the Company at some place to be named in the city of Toronto, at which meeting the shareholders present or represented by proxy, who have paid not less than ten per cent on the amount of shares subscribed for by them, shall elect not more than nine directors, hereinafter called "shareholders' directors."

Election of shareholders' directors. Qualification. 2. No person shall be a shareholders' director unless he holds, in his own name and for his own use, at least fifty shares of the capital stock of the Company and has paid all calls due thereon and all liabilities incurred by him to the Company.

Policy-holders directors. 6. In addition to the shareholders' directors there shall be elected by the policy-holders at the first annual meeting after the commencement of business, and at each subsequent annual meeting, six directors, hereinafter called "policy-holders' directors," if there be policy-holders qualified as hereinafter mentioned and willing to act as such directors; but no shareholder shall be eligible as a policy-holder's director.

Qualification. 2. A participating policy-holder who is of the age of twenty-one years, who holds a policy or policies in force on his own life amounting to five thousand dollars or upwards, exclusive of bonus additions or profits, and who has paid all premiums then due thereon, shall be eligible for election as a policy-holders' director.

Quorum. 7. At all meetings of the directors a majority of them shall be a quorum for the transaction of business.

President and vice-presidents. 8. The directors shall elect from among themselves a president of the Company and one vice-president or more.

Calls on stock. 9. The shares of the capital stock subscribed for shall be paid by such instalments and at such times and places as the directors appoint; the first instalment shall not exceed twenty-five per cent and no subsequent instalment shall exceed ten per cent, and not less than thirty days' notice of any call shall be given: Provided that the Company shall not commence the business of insurance until sixty-two thousand five hundred dollars of the capital stock have been paid in cash into the funds of the Company, to be appropriated only for the purposes of the Company under this Act; provided further that the amount so paid in by any shareholder shall not be less than ten per cent of the amount subscribed by such shareholder.

10. A general meeting of the Company shall be called once in each year after the organization of the Company and commencement of business at its head office, and at such meeting a statement of the affairs of the Company shall be submitted. Annual meeting.

11. Notice of the annual meeting shall be given by publication in two issues of *The Canada Gazette* at least fifteen days prior thereto, and also in six consecutive issues of a daily newspaper published at the place where the head office of the Company is situate; and such notice shall intimate that participating policy-holders may, in accordance with the provisions of this Act, vote for and elect six directors. Notice of annual meeting.

12. At all general meetings of the Company, each shareholder present or represented by proxy who has paid all calls due upon his shares in the capital stock of the Company, shall have one vote for each share held by him. Every proxy representing a shareholder must be himself a shareholder and entitled to vote. Voting. Proxies.

13. The Company may effect contracts of life insurance with any person, and may grant, sell or purchase life annuities, grant endowments depending upon the contingency of human life, and generally carry on the business of life insurance in all its branches and forms. Business of Company.

14. The Company may acquire and dispose of any real property required in part or wholly for the use and accommodation of the Company; but the annual value of such property held in any province of Canada shall not exceed five thousand dollars, except in the province of Ontario, where it shall not exceed ten thousand dollars. Real property for certain purposes.

15. The directors may, from time to time, set apart such portion of the net profits as they deem safe and proper for distribution as dividends or bonuses to shareholders and holders of participating policies, ascertaining the part thereof which has been derived from participating policies, and distinguishing such part from the profits derived from other sources, and the holders of participating policies shall be entitled to share in that portion of the profits so set apart which has been so distinguished as having been derived from participating policies, to the extent of not less than ninety per cent thereof; but no dividend or bonus shall at any time be declared or paid out of estimated profits, and the portion of such profits which remains undivided upon the declaration of a dividend shall never be less than one-fifth of the dividend declared. Distribution of profits.

16. All persons, whether shareholders of the Company or not, who are actual holders of policies from the Company on their own lives for one thousand dollars or upwards, and are by Participating policy-holders.

the terms of their policies entitled to participate in profits, such persons being referred to in this Act as holders of participating policies, shall be members of the Company and shall be entitled to attend and vote in person or by proxy at all general meetings of the Company; and every holder of a participating policy of the Company for the sum of not less than one thousand dollars shall be entitled to one vote for each one thousand dollars assured by his policy; but policy-holders, as such, shall not be entitled to vote for the election of shareholders' directors. Every proxy representing a policy-holder must be himself a participating policy-holder and entitled to vote.

2. A person holding a participating policy of one thousand dollars and upwards on his life, whether for the benefit of himself or of others, shall be deemed a member of the Company.

Paid-up policies to be issued in certain cases.

17. Whenever any holder of a policy, other than a term or natural-premium policy, has paid three or more annual premiums thereon and fails to pay any further premium, or desires to surrender the policy, the premiums paid shall not be forfeited; but he shall be entitled to receive a paid-up and commuted policy for such sum as the directors ascertain and determine, or to be paid in cash such sum as the directors fix as the surrender value of the policy, such sum in either case to be ascertained upon principles to be adopted by by-law applicable generally to all such cases as may occur: Provided that if such paid-up and commuted policy or such cash payment is not demanded while such original policy is in force, or within twelve months after default has been made in payment of a premium thereon, the Company shall, without any demand therefor, either issue such paid-up and commuted policy, or pay to or place to the credit of the policy-holder such cash surrender-value.

Proviso.

Application of R. S., c. 79.

18. Part II. of *The Companies Act*, except sections 125, 141, 165 and 168 thereof, shall apply to the Company in so far as the said Act is not inconsistent with any provisions of this Act or of *The Insurance Act*: Provided however, that the Company may make loans to its shareholders or policy-holders, not being directors, on the securities mentioned in *The Insurance Act*.

Proviso as to loans.

R. S., c. 34.

19. This Act and the Company, and the exercise of the powers hereby conferred, shall be subject to the provisions of *The Insurance Act*.



6 - 7 EDWARD VII.

CHAP. 87.

An Act to incorporate the General Animals Insurance Company of Canada.

[Assented to 27th April, 1907.]

WHEREAS the persons hereinafter mentioned have prayed Preamble
by their petition that it be enacted as follows, and it is
expedient to grant the prayer of the said petition: Therefore
His Majesty, by and with the advice and consent of the Senate
and House of Commons of Canada, enacts as follows:—

1. Richard A. Kuhnelt, Albert Frigon, Fernand J. Brousseau, Incorporation.
Alfred d'Amour and Arthur Laramée, all of the city of Montreal,
together with such persons as become shareholders in the Com-
pany hereby incorporated, are hereby incorporated under the
name of "The General Animals Insurance Company of Canada," Corporate name.
hereinafter called "the Company."

2. The persons named in section 1 of this Act shall be the Provisional directors and their powers.
provisional directors of the Company, a majority of whom shall
be a quorum, and they may forthwith open stock books, procure
subscriptions of stock for the undertaking, make calls on stock
subscribed, and receive payments thereon, and shall deposit in
a chartered bank in Canada all moneys received by them on Organization.
account of stock subscribed or otherwise received by them on
account of the Company, and may withdraw the same for the
purposes of the Company only, and may do generally whatever
is necessary to organize the Company.

3. The capital stock of the Company shall be five hundred Capital stock.
thousand dollars divided into shares of one hundred dollars
each.

2. The directors may, after the whole capital stock has been Increase of capital.
subscribed and fifty per cent paid thereon in cash, increase the
amount of the capital stock from time to time to an amount

not exceeding one million dollars; but the capital stock shall not be increased until a resolution of the board of directors authorizing such increase has been first submitted to and confirmed by two-thirds in value of the shareholders present or represented by proxy at a special general meeting of the shareholders duly called for that purpose.

Calls. 3. The shares of the capital stock subscribed for shall be paid as follows: twenty-five per cent thereof at the time of subscription, and the remainder in such instalments as the directors may prescribe, and at intervals of not less than four months; and no subsequent instalment shall exceed twenty-five per cent; and thirty days' notice of each call shall be given by letter, post-paid and registered, mailed to the last known address of each shareholder.

Commencement of business. 4. The Company shall not commence the business of insurance authorized by this Act until one hundred thousand dollars of the capital stock have been subscribed and there has been paid thereon in cash into the funds of the Company, to be used only for the purposes of the Company under this Act, the sum of twenty-five thousand dollars: Provided that the sum paid by any shareholder shall not be less than ten per cent of the amount subscribed by him.

Head office. 5. The head office of the Company shall be in the city of Montreal, in the province of Quebec.

Sub-boards and agencies. 2. The directors may establish local advisory sub-boards or agencies, either within Canada or elsewhere.

First general meeting. 6. So soon as one hundred thousand dollars of the capital stock have been subscribed, and ten per cent of that amount has been paid into some chartered bank in Canada, the provisional directors shall call a general meeting of the shareholders at some place to be named in the city of Montreal, giving at least ten days' notice of the hour and place of such meeting by registered letter, post-paid to the last known address of each shareholder.

Board of directors. 2. At such meeting, and at each annual meeting thereafter, the shareholders present, or represented by proxy, who have paid at least ten per cent on the amount of the shares subscribed for by them, shall elect a board of directors of not less than five or more than seven directors, a majority of whom shall be a quorum.

Qualification of directors. 3. No person shall be a director unless he holds, in his own name and for his own use, at least fifty shares of the capital stock, and has paid all calls due thereon and all liabilities to the Company incurred by him.

Business of insurance. 7. The Company may—

(a) effect insurance against the death of, accident to, or sickness of animals used by man;

(b) take care of such animals, at the cost of the Company, in case of sickness;

(c) insure mares and cows in respect of their gestation, both against the consequences of gestation and against the loss of offspring.

8. The Company may invest or deposit such portion of its funds in foreign securities as is necessary for the maintenance of any foreign branch. Foreign securities.

9. The Company may acquire and hold all such real property as in the discretion of the directors is required for the use and accommodation of the Company and for the carrying out of the purposes for which the Company is incorporated, and may sell or mortgage the same; but the annual value thereof shall not exceed five thousand dollars. Holding of real property.

10. The Company shall set aside every year twenty-five per cent of its net profits as a reserve fund, up to the amount of fifty per cent of the authorized capital. Reserve fund.

11. Notwithstanding anything contained therein, Part II. of *The Companies Act*, except sections 125, 141, 158 and 165 thereof, shall apply to the Company in so far as it is not inconsistent with *The Insurance Act* or with this Act. Application of R.S., c. 79.

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6 - 7 EDWARD VII.

CHAP. 88.

An Act respecting the Georgian Bay and Seaboard Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Georgian Bay and Seaboard Railway Com- Preamble.
pany has by its petition prayed that it be enacted as
hereinafter set forth, and it is expedient to grant the prayer of 1905, c. 95.
the said petition: Therefore His Majesty, by and with the
advice and consent of the Senate and House of Commons of
Canada, enacts as follows:—

1. The Georgian Bay and Seaboard Railway Company may Time for
commence the construction of its railway, and expend fifteen construction
per cent of the amount of its capital stock thereon, within two of railway
years after the passing of this Act, and may complete its extended.
railway and put it in operation within five years after the
passing of this Act; and if the said railway is not so commenced
and such expenditure is not so made, or if the said railway is
not completed and put in operation within the said periods
respectively, the powers of construction conferred upon the said
Company shall cease and be null and void as respects so much
of the said railway as then remains uncompleted.

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most Excellent Majesty.



6 - 7 EDWARD VII.

CHAP. 89.

An Act respecting the Grand Trunk Railway Company of Canada.

[Assented to 12th April, 1907.]

WHEREAS the Grand Trunk Railway Company has by its Preamble.
petition prayed that it be enacted as hereinafter set
forth, and it is expedient to grant the prayer of the said petition:
Therefore His Majesty, by and with the advice and consent of
the Senate and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as *The Grand Trunk Act, 1906-7.* Short title.

2. The expression “the Company” when used in this Act “Company”
defined.
means the Grand Trunk Railway Company of Canada.

3. The Company may purchase, lease or otherwise acquire Power to
acquire lands,
wharfs and
buildings.
or provide, hold, use and enjoy, as well in Canada as in such
other places as are deemed expedient for the purposes of the
Company, and either in the name of the Company or in the
name of a trustee or trustees for the Company, such lands,
water lots, wharfs, docks, dock-yards, slips, warehouses, elevators,
hotels, offices and other buildings as it may find necessary and
convenient for its purposes, and enter into agreements respecting
the use thereof, and sell or otherwise dispose thereof for the
purposes of the Company; and may carry on the business of
warehousemen and wharfingers, and charge wharfage and other Warehousing.
Shares in
other
companies.
dues for the use of any such property; and may subscribe for,
take, acquire, hold, guarantee, pledge and dispose of shares,
bonds or other securities of any company having for one of its
objects the exercise of any of the powers by this section con-
ferred upon the Company.

4. The Company may, subject to the provisions of sections Agreements
with other
companies.
361, 362 and 363 of *The Railway Act*, enter into agreements
for any of the purposes specified in the said section 361, with

the Canada Atlantic Railway Company and the Pembroke Southern Railway Company, or either of them, or with any other company which now is, or hereafter is, empowered to enter into such agreements with the Company.

Pension fund.

5. The Company may, for the purpose of making provision for the payment of allowances to employees after leaving the service, establish a fund to be known as "Grand Trunk Pension Fund," and may from time to time contribute thereto out of the gross earnings of the Company such amounts as the directors determine.

Contributions to fund to form part of working expenses.

6. Any sums contributed to the said fund by the Company shall be considered as, and form part of, the working expenses of the Company as defined by the agreement set out in the schedule to *The Grand Trunk Act, 1893*.

Management of fund.

7. The directors may make and adopt all such rules, by-laws and regulations not inconsistent with law as they deem proper and necessary for the due and efficient management, administration and disposition of the said fund.

Existing powers not restricted.

8. Nothing in the preceding sections shall be construed as in any way limiting any powers now vested in the Company, but the powers by this Act conferred shall be held to be in addition thereto.

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6 - 7 EDWARD VII.

CHAP. 90.

An Act respecting the Grand Valley Railway Company.

[Assented to 12th April, 1907.]

WHEREAS the Grand Valley Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.
1900, c. 73;
1902, c. 81;
1906, c. 102.

1. The Grand Valley Railway Company, hereinafter called "the Company," may lay out, construct and operate, by any power except steam, a railway of the gauge of four feet eight and one-half inches from a point in the city of Woodstock to and through the town of Ingersoll, in the county of Oxford, to and into the city of London, in the county of Middlesex.

Line of
railway
authorized.

2. Notwithstanding anything in *The Railway Act*, the Company shall not construct or operate the said railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon terms to be agreed upon with such municipality.

Consent of
municipality.

3. Section 2 of chapter 91 of the statutes of 1902 is repealed, and the following is enacted as section 4 of chapter 73 of the statutes of 1900:—

1900, c. 73,
new s. 4.

4. The capital stock of the Company shall be two million dollars. No one call thereon shall exceed ten per cent on the shares subscribed."

Capital stock.

4. Subsection 2 of section 14 of the said chapter 73 is amended by adding at the end thereof the words "nor to bonds issued under the authority of section 13 of this Act."

S. 14
amended.
Limitation of
borrowing
powers.

Time for
construction
of railway
limited.

5. If the construction of the railway hereby authorized is not commenced within two years from the passing of this Act, or if the said railway is not completed and put in operation within five years from the passing of this Act, the powers granted by this Act shall cease and be null and void with respect to so much of the said railway as then remains uncompleted.

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6-7 EDWARD VII.

CHAP. 91.

An Act respecting the Great West Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Great West Railway Company has by its Preamble.
petition prayed that it be enacted as hereinafter set forth 1903, c. 167;
and it is expedient to grant the prayer of the said petition: 1905, c. 100.
Therefore His Majesty, by and with the advice and consent of
the Senate and House of Commons of Canada, enacts as follows:—

1. Section 3 of chapter 167 of the statutes of 1903 is amended 1903, c. 167,
by striking out the words “three hundred thousand” and in- s. 3 amended.
serting in lieu thereof the words “one million.” Capital increased.

2. Section 7 of the said Act is repealed and the following New s. 7.
is substituted therefor:—

“7. The Company may lay out, construct and operate a Line of
railway, of the gauge of four feet eight and one-half inches, railway
as follows:— described.

“(a) From a point at or near Cowley on the Canadian Pacific Railway (Crow’s Nest branch), thence following the valley of the north fork of the Old Man’s river, up to and through the ‘Gap’ in the Livingstone range of the Rocky mountains, thence northerly in the valley of the Livingstone river, to its head waters, thence northerly by the most practicable route to a junction with the Canadian Pacific Railway;

“(b) From a point near the ‘Gap’ in the Livingstone range, southerly to a junction with the Canadian Pacific Railway (Crow’s Nest branch) at or near Frank, in the province of Alberta;

“(c) From a point about six miles north of the ‘Gap’ in the Livingstone range, easterly and northerly to a junction with the Calgary-McLeod branch of the Canadian Pacific Railway at or near Stavely;

“(d) From a point on the Crow’s Nest branch of the Canadian Pacific Railway at or near Pincher Creek, in the province

of Alberta, thence southerly, passing between Coutts and Cardston to a point on the international boundary line."

Section 8
amended.
Bonding
powers
increased.

3. Section 8 of the said Act is amended by striking out the word "twenty" in the second line thereof and substituting therefor the word "forty."

Time for
construction
extended.

4. The construction of the railway of the Great West Railway Company may be commenced, and fifteen per cent of the amount of the capital stock expended thereon, within two years after the twenty-fifth day of June, one thousand nine hundred and seven, and the railway completed and put in operation within five years after the twenty-fifth day of June, one thousand nine hundred and seven, and if the railway is not commenced and such expenditure is not made, or if the railway is not completed and put in operation, within the said respective periods, the powers granted to the said Company by Parliament shall cease and be null and void as respects so much of the railway as then remains uncompleted.

1905, c. 100,
s. 2,
repealed.

5. Section 2 of chapter 100 of the statutes of 1905 is repealed.

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6-7 EDWARD VII.

CHAP. 92.

An Act respecting a certain Patent of Philp J. Green,
Melvin Hunt and John D. McMurrich.

[Assented to 27th April, 1907.]

WHEREAS Philp J. Green and Melvin Hunt, both of the Preamble.
town of Sudbury, and John D. McMurrich, of the city of
Toronto, have by their petition represented that they are the
beneficial owners and holders of a certain patent, number 90,312,
granted and issued to one Albert F. Kingsley under the seal of
the Patent Office and dated the twenty-ninth day of November,
A.D. 1904, for improvements in locomotive and other boiler
furnaces; and whereas the said Philp J. Green, Melvin Hunt
and John D. McMurrich have prayed that it be enacted as here-
inafter set forth, and it is expedient to grant the prayer of the
said petition: Therefore His Majesty, by and with the advice
and consent of the Senate and House of Commons of Canada,
enacts as follows:—

1. Notwithstanding anything in chapter 61 of the Revised Extension of
Statutes of Canada, 1886, as amended by chapter 46 of the time for
statutes of 1903, or in chapter 69 of the Revised Statutes of manufacture
Canada, 1906, or in the patent mentioned in the preamble, the in Canada.
said patent is declared not to have become null and void and R.S., 1886,
not to have ceased and determined under paragraph (a) of sec- c. 61;
tion 4 of the said chapter 46, or under paragraph (a) of section 1903, c. 46,
38 of the said chapter 69; and the said patent shall not become s. 4;
null and void nor cease nor determine, if, within six months R.S., 1906,
after the passing of this Act, the manufacture of the invention c. 69, s. 38.
patented under it is commenced, and after such commencement
is continuously carried on in Canada in such a manner that any
person desiring to use it may obtain it or cause it to be made
for him at a reasonable price at some manufactory or establish-
ment for making or constructing it in Canada.

2. Notwithstanding anything in the said chapter 61 as Power to
amended by the said chapter 46, or in the said chapter 69, or Commissioner
VOL. II—11 161 of Patents to
in

make orders
varying
conditions of
manufacture.

in the patent mentioned in the preamble, the Commissioner of Patents may, within six months after the passing of this Act, receive petitions for the making of, and, if in his discretion he thinks proper, may grant orders under section 44 of the said chapter 69 that such patent, instead of being subject to the conditions set forth in paragraph (a) of section 38 of the said chapter 69, shall be subject to the conditions set forth in paragraphs (a), (b), (c) and (d) of the said section 44.

Savings
clause.

Proviso.

3. If any person, other than any licensee, has, in the period between the twenty-ninth day of November, 1906, and the twenty-third day of February, 1907, commenced to manufacture, use and sell in Canada the patented invention covered by the said patent, such person may continue to manufacture, use and sell such invention in as full and ample a manner as if this Act had not been passed; provided that this exemption shall not extend to any person who, without the consent of the holders of such patent, has commenced the construction or manufacture of the said invention before the said twenty-ninth day of November, 1906.

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6-7 EDWARD VII.

CHAP. 93.

An Act for the relief of George William Hadley.

[Assented to 12th April, 1907.]

WHEREAS George William Hadley, of the city of Brandon, ^{Preamble.} in the province of Manitoba, has by his petition alleged, in effect, that on the seventh day of October, A.D. 1896, at the town of Rat Portage, in the province of Ontario, he was lawfully married to Isabella Clarke Leask; that his legal domicile was then, and is now, in Canada; that at the said city of Brandon, she committed adultery with one Maurice Parks, in the autumn of the year 1902; that at the said city of Brandon, on various occasions, in the years 1903 and 1904, she committed adultery with one William Campbell; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between George William Hadley and Isabella Clarke Leask, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. ^{Marriage dissolved.}

2. The said George William Hadley may at any time hereafter marry any woman whom he might lawfully marry if the said marriage with the said Isabella Clarke Leask had not been solemnized. ^{Right to marry again}



6-7 EDWARD VII.

CHAP. 94.

An Act respecting the Huron and Ontario Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Huron and Ontario Railway Company has Preamble.
by its petition prayed that it be enacted as hereinafter
set forth, and it is expedient to grant the prayer of the said 1896 (1st Sess.), c. 20;
petition: Therefore His Majesty, by and with the advice and 1903, c. 130;
consent of the Senate and House of Commons of Canada, enacts 1904, c. 85;
as follows:— 1906, c. 111.

1. Section 4 of chapter 111 of the statutes of 1906 is repealed. 1906, c. 111, s. 4 repealed.

2. The Huron and Ontario Railway Company may lay out, Branch lines authorized.
construct and operate the two following branch lines of rail-
way, namely:—(a) from a point on its line between the villages
of Shelburne, in the county of Dufferin, and Tottenham, in the
county of Simcoe, in the province of Ontario, westerly through
the counties of Simcoe, Dufferin, Peel, Wellington, Waterloo,
Perth, Huron, Middlesex, Lambton, Kent and Essex, all in the
province of Ontario, to London, Strathroy, Parkhill, Wallace-
burg, Sarnia and Windsor; and (b) from a point at or near the
village of Shelburne, in the county of Dufferin, northeasterly
through the counties of Dufferin, Grey and Simcoe, to the town
of Collingwood, on Georgian Bay.

3. The said Company may commence the construction of its Time for construction extended.
railways and expend fifteen per cent of the amount of its capital
stock thereon within two years after the passing of this Act, and
may complete the said railways and put them in operation
within five years after the passing of this Act; and if the said
railways are not so commenced and such expenditure is not so
made, or if the said railways are not completed and put in opera-
tion, within the said periods respectively, the powers of construc-
tion

tion conferred upon the said Company by Parliament shall cease and be null and void as respects such portion of the said railways as then remains uncompleted.

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6 - 7 EDWARD VII.

CHAP. 95.

An Act respecting the Indian River Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Indian River Railway Company has by its Preamble.
petition prayed that it be enacted as hereinafter set
forth, and it is expedient to grant the prayer of the said petition: 1902, c. 64.
Therefore His Majesty, by and with the advice and consent of
the Senate and House of Commons of Canada, enacts as follows:—

1. The Indian River Railway Company may commence its Time for
railway, and expend fifteen per cent of the amount of its capital construction
stock thereon, within two years after the passing of this Act, extended.
and may complete the said railway and put it in operation within
five years after the passing of this Act; and if the said railway
is not so commenced and such expenditure is not so made, or
if the said railway is not completed and put in operation within
the said periods respectively, the powers of construction con-
ferred upon the said Company by Parliament shall cease and be
null and void as respects so much of the railway as then re-
mains uncompleted.

2. Section 10 of chapter 64 of the statutes of 1902 is repealed. 1902, c. 64
amended.

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most Excellent Majesty.



6 - 7 EDWARD VII.

CHAP. 96.

An Act respecting patents of the International Paper Company.

[Assented to 12th April, 1907.]

WHEREAS the International Paper Company, of the city of Preamble.
Corinth, in the state of New York, one of the United States, has by its petition represented that it is the holder and owner of certain patents issued to one Samuel Butterfield under the seal of the Patent Office, namely, patent number fifty-three thousand six hundred and eighty-three, dated the sixth day of October, one thousand eight hundred and ninety-six, for improvements in bark cutters; patent number fifty-seven thousand three hundred and forty-four, dated the fourth day of September, one thousand eight hundred and ninety-seven, for improvements in bark cutters; patent number sixty thousand three hundred and thirteen, dated the thirteenth day of June, one thousand eight hundred and ninety-eight, for improvements in wood sawing machine; patent number sixty-two thousand six hundred and ninety-five, dated the twentieth day of February, one thousand eight hundred and ninety-nine, for improvements in bark cutting machines; patent number sixty-four thousand five hundred and seventy-five, dated the twenty-sixth day of October, one thousand eight hundred and ninety-nine, for improvements in log thawing apparatus; patent number sixty-four thousand eight hundred and ninety-three, dated the thirtieth day of November, one thousand eight hundred and ninety-nine, for improvements in boiler furnaces; patent number sixty-seven thousand two hundred and thirty-nine, dated the ninth day of May, one thousand nine hundred, for improvements in machines for removing the bark from slabs of wood; patent number sixty-seven thousand seven hundred and fifty-one, dated the fifteenth day of June, one thousand nine hundred, for improvements in feed attachments for pulp wood chippers; and whereas the said company has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of

the

the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Commissioner of Patents may extend duration of patents.

R.S., c. 69.

Patents declared to be still in force.

Manufacture to be commenced within six months.

Commissioner of Patents may make orders respecting conditions as to manufacture.

Existing rights saved.

1. Notwithstanding anything in *The Patent Act*, chapter 61 of the Revised Statutes, 1886, as amended by chapter 46 of the statutes of 1903, or in *The Patent Act*, chapter 69 of the Revised Statutes, 1906, or in the patents mentioned in the preamble, the Commissioner of Patents may receive from the holder of any of the said patents petitions for certificates of payment of further fees and the usual fees for one or more terms for the said patents, and may grant and issue to such holders certificates of payment of further fees provided for by *The Patent Act* and extensions of the term of duration of the said patents to the full term of eighteen years in as full and ample a manner as if the application therefor had been duly made within the first six years from the date of the issue of the patents.

2. Notwithstanding anything in *The Patent Act*, chapter 61 of the Revised Statutes, 1886, as amended by chapter 46 of the statutes of 1903, or in *The Patent Act*, chapter 69 of the Revised Statutes, 1906, or in the patents mentioned in the preamble, the said patents are declared not to have become null and void and not to have ceased and determined under paragraph (a) of section 4 of chapter 46 of the statutes of 1903, or under section 38 of the said chapter 69, and none of the said patents shall become null and void or cease and determine, if, within six months after the passing of this Act, the manufacture of the invention patented under it is commenced and after such commencement is continuously carried on in Canada in such a manner that any person desiring to use it may obtain it or cause it to be made for him at a reasonable price at some manufactory or establishment for making or constructing it in Canada.

3. Notwithstanding anything in *The Patent Act*, chapter 61 of the Revised Statutes, 1886, as amended by chapter 46 of the statutes of 1903, or in *The Patent Act*, chapter 69 of the Revised Statutes, 1906, or in the patents mentioned in the preamble, the Commissioner of Patents may, within six months after the passing of this Act, receive petitions for the making of, and, if in his discretion he thinks proper, may grant orders under section 44 of the said Act, that such patents, or any of them, instead of being subject to the conditions set forth in paragraph (a) of section 38 of the said Act shall be subject to the conditions set forth in paragraphs (a), (b), (c), and (d) of the said section 44.

4. If any person (other than any licensee) has, in the period between the expiry of two years from the date of the said patents

and the first day of December, one thousand nine hundred and six, commenced to manufacture, use and sell in Canada any of the patented inventions covered by the said patents respectively, such person may continue to manufacture, use and sell such invention in as full and ample a manner as if this Act had not been passed; provided that this exemption shall not extend to any person who, without the consent of the holder of such patent, has commenced the construction or manufacture of the said invention before the expiry of the patent.

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6-7 EDWARD VII.

CHAP. 97.

An Act respecting the Joliette and Brandon Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Joliette and Brandon Railway Company has Preamble.
by its petition represented that it was incorporated by
chapter 56 of the statutes of 1905 of Quebec, with power 1905, c. 56.
to construct, acquire, maintain, own and operate, by means of
steam, electricity or other motive power, a railway of the stand-
ard gauge of four feet eight and one-half inches, with single
or double tracks, and statutory extensions, between a point in
or near the village of St. Gabriel de Brandon, in the county of
Berthier, and a point of junction with the Canadian Pacific
Railway within the parish of St. Félix de Valois, in the county
of Joliette, in the province of Quebec; and especially to own,
maintain and operate the line of railway theretofore known as
the Montreal and Lake Maskinongé Railway, the whole making
a length of about fifteen miles; and whereas the said company
has prayed that it be enacted as hereinafter set forth, and it is
expedient to grant the prayer of the said petition: Therefore
His Majesty, by and with the advice and consent of the Senate
and House of Commons of Canada, enacts as follows:—

1. The undertaking of the Joliette and Brandon Railway Declaratory.
Company, hereinafter called “the Company,” is declared to
be a work for the general advantage of Canada.

2. The Company may issue bonds, debentures or other secu- Issue of securities.
rities to the extent of twenty thousand dollars per mile of its
railway constructed or under contract to be constructed, and
may secure the same by a mortgage deed on the whole of the
Company’s property, assets, rents and revenues, present or
future or both, as are described therein; but such property,
assets, rents and revenues shall be subject, in the first instance,
to the payment of any penalty then or thereafter imposed upon
the

the Company for non-compliance with the requirements of *The Railway Act*, and next to the payment of the working expenditure of the railway.

Lease in
schedule
confirmed.

3. The lease from the Company to the Canadian Pacific Railway Company of the railway and properties of the Company, dated the thirty-first day of October, one thousand nine hundred and six, set out in the schedule hereto is hereby ratified and confirmed, and declared to be valid and binding upon the parties thereto upon such lease being approved of by the Governor in Council upon a report of the Board of Railway Commissioners for Canada being first obtained thereon.

Application
of R.S., c. 37.

4. Notwithstanding anything in this Act, *The Railway Act* shall apply to the Company and its undertaking to the exclusion of such of the provisions of any special Act of the province of Quebec as are inconsistent therewith, and in lieu of any general Railway Act of the province of Quebec; and nothing in this Act or in the said lease shall be taken to override any of the provisions of *The Railway Act*.

SCHEDULE.

On this thirty-first day of October, nineteen hundred and six, before Narcisse Perodeau, the undersigned notary public for the Province of Quebec, residing and practising in the city of Montreal, came and appeared: the Joliette and Brandon Railway Company hereinafter called "the Joliette Company," a body politic and corporate having its principal seat of business in the city of Montreal, herein acting and represented by Sir Thomas G. Shaughnessy, the president, and by Henry Campbell Oswald, Esq., the secretary of said Company, hereunto authorized by a resolution of the shareholders of the said Company passed at a special general meeting held at the Company's office, Montreal, the twenty-second day of May last (1906), a copy of which resolution shall remain hereunto annexed after having been signed by the undersigned notary for identification of the first part, and the Canadian Pacific Railway Company, hereinafter called "the Pacific Company," a body politic and corporate having its principal seat of business in said city of Montreal, herein acting and represented by Sir Thomas G. Shaughnessy, the president, and by Charles Drinkwater, Esq., the secretary of the said Company, hereunto authorized by a resolution of the shareholders of the said Company passed at their annual meeting held the third day of October instant, at the general office of the said Company, at Montreal, a copy of which resolution shall remain hereunto annexed after having been signed by the undersigned notary for identification of the second part. Which said parties have respectively declared, to wit:

Whereas the Montreal and Lake Maskinongé Railway Company was incorporated by an Act of the legislature of the province of Quebec passed in the year 1887 being 50 Victoria, chapter 68, with power to construct and operate a line of railway from a point near the village of St. Gabriel de Brandon, in the county of Berthier, in the province of Quebec, to a point of junction with the Canadian Pacific Railway within the parish of St. Félix de Valois, in the county of Joliette, in the said province;

And whereas the said Montreal and Lake Maskinongé Railway Company has constructed a line of railway between the points above mentioned a distance of about thirteen miles;

And whereas the Joliette and Brandon Railway Company was incorporated by an Act of the legislature of the province of Quebec passed in the year 1905 being 5 Edward VII., chapter 56, and for the reasons and purposes therein expressed was vested with the franchises, subventions, railway, property, privileges, easements and appurtenances of the Montreal and Lake Maskinongé Railway Company;

And whereas by the said Act of Incorporation the Joliette Company was empowered to enter into an agreement with the Pacific Company, for conveying or leasing to the Pacific Company its railway, in whole or in part, or any property, rights or powers acquired under the said Act of Incorporation or for an amalgamation with the Pacific Company on such terms and conditions as to the directors seemed fit; provided such agreement was approved by two-thirds of the votes at a special meeting of shareholders called for the purpose, whereat two-thirds in value of the stock was present or represented, and after such agreement had received the sanction of the Lieutenant Governor in Council;

And whereas the respective Boards of Directors of the Joliette Company and the Pacific Company have agreed upon the terms and conditions in this indenture contained;

And whereas at a special general meeting of the shareholders of the Joliette Company, duly called and held at the Company's head office in the city of Montreal, on the twenty-second day of May, one thousand nine hundred and six, at which meeting there were present or represented more than two-thirds in value of the whole stock of the Company and by the votes of more than two-thirds of the shareholders then present in person or represented by proxy, it was resolved that the Joliette Company should lease to the Pacific Company its railway as at present constructed, and other appurtenances, and also the extensions of the said railway which it is empowered to construct, upon the terms and conditions in this indenture contained;

And whereas at the annual general meeting of the shareholders of the Pacific Company, duly called and held at the head office of the Company in the city of Montreal, on the third day of October instant (1906), the shareholders by two-thirds of the votes present or represented at such annual general

meeting, resolved that the Pacific Company should lease from the Joliette Company its railway as at present constructed, and other appurtenances, and also the extensions of the said railway, which it is empowered to construct, upon the terms and conditions in this indenture contained;

And whereas the terms and conditions of this indenture were laid before the said meetings of shareholders respectively were duly considered and were approved of by two-thirds of the votes of the shareholders of the Joliette Company as aforesaid, and by two-thirds of the votes of the shareholders of the Pacific Company as aforesaid, and this indenture was then and there at said respective meetings sanctioned and approved of, and ordered by the votes of the respective shareholders as aforesaid to be executed and accepted by the executive officers for the said respective companies;

And whereas the Joliette Company and the Pacific Company have agreed that the railway of the Joliette Company as at present constructed and the extensions of said railway authorized to be constructed shall be leased to the Pacific Company upon the terms and conditions of this indenture.

Now therefore this indenture witnesseth that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Pacific Company to be paid, observed and performed, the Joliette Company doth hereby demise and lease to the Pacific Company, its successors and assigns, the whole of the railway of the Joliette Company as now constructed and in operation between a point in or near the village of St. Gabriel de Brandon, in the county of Berthier, to a point of junction with the Canadian Pacific Railway within the parish of St. Félix de Valois, in the county of Joliette, in the province of Quebec, and also all such extensions, branches and additions to any of the railways above described as the Joliette Company has been or may be hereafter authorized to construct by the Parliament of Canada or the legislature of the province of Quebec or by the Board of Railway Commissioners of Canada, under the provisions of the Railway Act, 1903, together with the appurtenances of them and of each of them, including amongst other things, all land, stations, station grounds, freight houses, shops, engine houses, water tanks, equipment and implements of every kind, and all other personal property of the Joliette Company relating to the railways so demised as aforesaid, tracks, sidings, turn tables, water and water rights, and all buildings, erections and structures of every kind which may have been or may be acquired for use in connection therewith, and all powers, privileges and franchises in respect of the said railways and branches, and other properties or any of them; all of which railways, branches and appurtenances, and powers, privileges, franchises and other properties are hereinafter referred to in the aggregate as "the said demised railway": To have and to hold the same and every

part thereof unto the Pacific Company, its successors and assigns, for and during the term of ninety-four years to be computed from the first day of January, one thousand nine hundred and six, and thenceforth next ensuing and fully to be complete and ended, yielding and paying therefor to the Joliette Company, its successors and assigns, yearly and every year during the said term, the annual rent which the Pacific Company hereinafter covenants to pay such rent to be paid at the respective days and times and in the manner and upon the terms and conditions hereinafter specified.

2. The Joliette Company, for itself and its successors, doth hereby covenant with the Pacific Company, its successors and assigns as follows, that is to say:—

3. The Joliette Company will not at any time hereafter, without the consent of the Pacific Company, given in writing, under its corporate seal, issue any bond or debenture stock or preference stock, or create any other financial obligation which would at any time be an encumbrance on the said demised railway or any part thereof.

4. The Joliette Company will, concurrently with the taking effect of this indenture, or as soon as practicable, issue first mortgage bonds to the amount of one hundred and twenty-five thousand dollars, terminable at the expiration of ninety-four years from the first day of January, one thousand nine hundred and six, and bearing interest at the rate of four per centum per annum, payable half-yearly on the first day of January and July in each year; the first payment of interest to fall due and payable on the first day of July, one thousand nine hundred and six; the said bonds when issued shall be deposited with the trustees for the holders of such bonds under a first mortgage upon the Joliette Railway and undertaking to be made to secure the same.

5. The Joliette Company will, from time to time, at the request of the Pacific Company, under its corporate seal, issue bonds, debentures, debenture stock or other securities to such amount or amounts as the Pacific Company may desire, carrying interest at a rate not exceeding four per centum per annum, payable half-yearly; provided, however, that the aggregate of all such bonds, debentures, debenture stock, and other securities, issued and outstanding, and of all bonds and debenture stock already issued, and from time to time outstanding, and constituting a charge on the said demised railway or any part thereof, shall not at any time exceed the limit of bonds, debentures, debenture stock or other securities which the Joliette Company is then by law authorized to issue in respect of the said demised railway, and the Joliette Company will apply the proceeds of all bonds, debentures, debenture stock or other securities which the Joliette Company shall at any time have issued towards the construction of permanent improvement and equipment of the said demised railway, or of any portion or

portions thereof, in such proportions, in such manner, at such places, and at such times as the Pacific Company may in writing direct, or, at the option of the Pacific Company, the Joliette Company will, from time to time, pay over the whole or any part of such proceeds to the Pacific Company in order that the Pacific Company may itself properly apply the same as aforesaid.

6. The Pacific Company may at all times hereafter within the term of demise above mentioned, exercise all the franchises and powers of the Joliette Company in respect of the operating of the said demised railway and of each part thereof, and also in respect of the building of branches under the provisions of the Railway Act, 1903, and amendments thereto, and the acquisition of increased areas of land for station grounds, right of way, protection against snow, sidings and other purposes, and may take such legal proceedings as are deemed to be necessary or expedient in the exercise of the said franchises and powers or any of them, under and subject to the charter or statutory rights, privileges, duties and obligations of the Joliette Company, and, for that purpose, may use the name of the Joliette Company, and of the officers thereof, which officers are hereby authorized and required, upon the demand of the Pacific Company, to append their signatures and to affix the seal of the Joliette Company to any document which may be useful in the exercise of any such franchises.

7. The Joliette Company will, at the request and at the expense of the Pacific Company, affix the name and seal of the Joliette Company, and do all acts, matters and things as and when the same may be necessary for the convenient, efficient and effectual working of the said demised railway, and for carrying out and giving effect to this indenture, and the Pacific Company may, during the said term, make and enforce such lawful rules, regulations and by-laws, touching and concerning the running and operation of the said demised railway, and shall be required for the efficient and advantageous administration, management and operation thereof, and for the preservation of order thereon, and may fix and regulate, from time to time, and amend and alter the tariff of rates and tolls to be exacted for the carriage of freight and passengers over such railway, and if the Pacific Company shall deem it expedient that such by-laws, rules and regulations or tariff, or any of them, should be made by the Joliette Company, then the Joliette Company will make the same, and do all such matters and things at the expense of the Pacific Company, to complete and perfect the same, as shall reasonably be required of it, but such by-laws, rules and regulations, and such tariff, by whomsoever made and passed, shall be subject to the provisions of any Act or Acts of the Dominion Parliament, applicable to the said demised railway, and the Joliette Company will allow the Pacific Company to use the name of the Joliette Company in

any suit or proceedings in which it may be necessary to use the same in connection with the working of the said demised railway, but all costs, damages and expenses which may arise from such use of the name of the Joliette Company shall be borne and paid by the Pacific Company.

8. The Pacific Company paying the rent and observing the provisions hereof, and all covenants and agreements herein on its part to be fulfilled, performed and observed, shall at all times have peaceable and undisturbed possession of the said demised railway within the term of demise above mentioned without any lawful interruption by the Joliette Company or any person or persons whomsoever.

9. The Pacific Company doth hereby for itself and its successors, covenant to and with the Joliette Company, its successors and assigns, as follows, that is to say:—

10. So long as it has possession of the said demised railway under these presents, the Pacific Company will pay therefor an annual rental of a sum equal to the interest payable on the aforesaid issue of bonds at a rate not exceeding four per cent per annum, payable half-yearly, and will also pay the interest payable on all such bonds, debentures, debenture stock and other securities bearing interest at a rate not exceeding four per cent per annum payable half-yearly, as the Joliette Company may at any time or times hereafter issue at the request of the Pacific Company, expressed in writing under its corporate seal, the total of all such bonds, debentures, debenture stock, and other securities which may from time to time be issued and outstanding, not exceeding at any time the amount which the Joliette Company is then by law authorized to issue; such rent may be paid direct to the respective holders of such bonds, debentures, debenture stock, and other securities in satisfaction of the interest thereon as and when such interest shall mature.

11. The Pacific Company agrees as a further term of this lease to redeem and pay off the bonds to the amount of one hundred and twenty-five thousand dollars, so to be issued by the Joliette Company as aforesaid as and when the same shall mature.

12. If at any time or times hereafter, it shall happen that the bonds, debentures, debenture stock or other securities in respect of which the Pacific Company has hereinbefore covenanted to pay interest by way of rental as aforesaid, or any portion thereof, shall by reason of being satisfied by the Joliette Company, or for any other reason, cease to carry interest, so that the Pacific Company is thenceforth absolutely exonerated from payment of such interest to any party other than the Joliette Company, then to the extent to which the Pacific Company is so exonerated, the amount of the interest which the Pacific Company has hereinbefore covenanted to pay thereon by way of rental, shall thenceforth be paid by the Pacific Company by way of rental to the Joliette Company, its successors

or assigns, unless the Joliette Company and the Pacific Company shall, in writing, under their respective corporate seals, and in pursuance of resolutions passed by their respective boards of directors, agree that it, or some portion or portions of it, shall thereafter be paid to some party or parties, or some class of persons other than the Joliette Company, in which event it shall be paid as they so agree.

13. If, at any time, the Joliette Company shall request the Pacific Company to enter into an undertaking (by way of guaranty) to pay the interest on the bonds so to be issued by the Joliette Company as aforesaid, or the interest upon any bonds, debentures, debenture stock or other securities which may hereafter be issued, or any part thereof, direct to the respective holders thereof, then, and as often as such request shall be made, the Pacific Company shall accede to it, and, if desired, shall place such guarantee upon such bonds, debentures, debenture stock or other securities, and every sum which the Pacific Company, in pursuance of any such undertaking or guaranty shall pay as interest on the said bonds, debentures, debenture stock or other securities, shall satisfy *pro tanto* the rental which it herein covenants to pay as aforesaid.

14. The Pacific Company shall be entitled to the same rights and powers in respect of the said bonds or other securities, the principal of which shall be redeemed by the Pacific Company as the holders thereof had at the time of such redemption.

15. The Pacific Company will join in any mortgage or mortgages or other documents which may be necessary to secure any bond, debenture or debenture stock issue or issues of the Joliette Company, made under the provisions of this indenture, so that the interests and rights of the Pacific Company under this indenture shall be subject to any such bond, debenture, or debenture stock issue or issues.

16. The Pacific Company will, at all times during the continuance of the said term, well and sufficiently manage and operate and keep each portion of the said demised railway in good repair, order and condition, and will pay and satisfy all taxes, rates, duties and assessments whatsoever, whether municipal, parliamentary or otherwise, which at any time during the said term be charged upon the said demised railway or any part thereof, or upon the Joliette Company on account thereof; and will perform the obligations of the Joliette Company in respect of the operation of the said demised railway, including those respecting right of way and crossings.

17. The Pacific Company will, at the expiration or other sooner determination of the said term, peaceably surrender and yield up unto the Joliette Company, its successors or assigns, the said demised railway with the appurtenances, together with all buildings, erections, fixtures, betterments and improvements thereon, in good and substantial repair and condition.

18. The Pacific Company will, during the said term, do all acts, matters and things which may be necessary for the pre-

servation of the property, rights and franchises of the Joliette Company, and for keeping alive its incorporation for all the purposes mentioned in its Act of incorporation and other Acts relating to the Joliette Company and will, from time to time, and at all times, observe and perform all duties imposed upon the Joliette Company by statute and fulfil all duties and obligations towards the Government and the public which may be imposed by law, including amongst other things, all requisite returns and statistics in respect of the said demised railway, and other properties demised as aforesaid.

19. If the rent hereby reserved, or any part thereof, shall be unpaid for ninety days after any day on which the same ought to have been paid, and, although no formal demand shall have been made therefor, or in case of the breach or non-performance of any of the covenants or agreements herein contained on the part of the Pacific Company, or its successors or assigns, continuing for the period of ninety days, then or in either of such cases, at the option of the Joliette Company, and on its giving notice in writing that it exercises such option, it shall be lawful for the Joliette Company at any time hereafter, into and upon the said railway and other property so demised as aforesaid, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy, as of its former estate, anything herein contained to the contrary notwithstanding.

20. And it is hereby mutually agreed between the parties hereto that they shall join in procuring the requisite legislation, if any be needed, to ratify and confirm this indenture of lease and all the terms hereof and to enable each of the parties hereto to do whatever may be necessary to give effect to the substance and intention of these presents.

Thus done and passed, in the said city of Montreal, under the number thirteen thousand and sixty-nine, of the original deeds of the undersigned notary.

And after due reading hereof, the parties have signed with the said undersigned notary and the respective seal of the said parties has been affixed hereto.

THE JOLIETTE AND BRANDON RAILWAY COMPANY,

T. G. Shaughnessy,
President.

H. C. Oswald,
Secretary.

THE CANADIAN PACIFIC RAILWAY COMPANY,

T. G. Shaughnessy,
President.

C. Drinkwater,
Secretary.

N Pérodeau, *N.P.*



6-7 EDWARD VII.

CHAP. 98.

An Act to amalgamate the Jordan Light, Heat and Power Company and the Erie and Ontario Development Company, Limited, into one corporation under the name of "The Jordan-Erie Power Company."

[Assented to 27th April, 1907.]

WHEREAS petitions have been presented by the Jordan Light, Heat and Power Company, incorporated under the Statutes of Canada, and by the Erie and Ontario Development Company, Limited, incorporated under *The Companies Act, 1902*, praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petitions: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.
1895, c. 78;
1898, c. 104;
1900, c. 94,
s. 11;
1903, c. 119,
s. 8;
1903, c. 136.

1. The Jordan Light, Heat and Power Company and the Erie and Ontario Development Company, Limited, are hereby amalgamated and consolidated and constituted one body corporate and politic under the name of "The Jordan-Erie Power Company," hereinafter called "the Company."

Amalgamation and new corporation.
Corporate name.

2. The deed of amalgamation made between the Jordan Light, Heat and Power Company and the Erie and Ontario Development Company, Limited, bearing date the twenty-seventh day of November, 1906, a copy of which is set out in the schedule to this Act, is hereby confirmed and declared to be valid and made binding on the said companies and the shareholders of the said companies respectively, except in so far as the same may be modified or altered by this Act.

Deed of amalgamation confirmed.

3. All the property, real and personal, and all rights and incidents appurtenant thereto, and all contracts, agreements, debts, obligations and choses in action of every nature and kind belonging to the Jordan Light, Heat and Power Company,

Vesting of property.

Rights and obligations.

and the Erie and Ontario Development Company, Limited, respectively, shall be and they are hereby vested in the Company, subject, however, to all liens, if any, upon the same, and to the debts, liabilities and duties of the said companies respectively.

Vesting of powers, etc.

4. All the powers, franchises, rights and privileges of the Jordan Light, Heat and Power Company and of the Erie and Ontario Development Company, Limited, are hereby transferred to and vested in the Company, and the Company shall have and possess and be entitled to, and have the right to exercise and be capable of exercising the same.

Powers of construction.

1895, c. 78.

Proviso: sanction by Governor in Council.

Proviso.

2. The Company may construct and operate its watercourse and raceway from Lake Erie and may take its water from Lake Erie direct, as well as by way of the Niagara and Welland Rivers, as provided in section 4 of the Act incorporating the Jordan Light, Heat and Power Company, and for that purpose may construct a watercourse and raceway from a point on Lake Erie in the township of Wainfleet in the county of Welland, running thence northerly to and into the Welland River; thence northerly from the Welland River through the township of Gainsborough in the county of Lincoln, the township of Pelham, in the county of Welland and the township of Louth in the county of Lincoln to Lake Ontario, utilizing for a portion of the route the line of the Jordan Light, Heat and Power Company, as shown on the plan of that Company's works approved by order in council, dated the seventh day of July, A.D. 1900, and for another portion of the route the line of the Erie and Ontario Development Company, Limited, and utilizing parts of Fifteen-Mile Creek and of Sixteen-Mile Creek as reservoirs for the Company's water supply, and also with power to deepen and dredge the south branch of the Welland River: Provided that none of the works hereby authorized, except those already authorized and shown on the plan already approved by the Governor in Council, shall be commenced until the plans thereof shall have been first submitted to the Governor in Council and his sanction thereto has been obtained: Provided also that the works aforesaid and the operation thereof shall not in any way prejudicially affect the works and operations of the Cataract Power Company: Provided further that the works of the Company shall in no way interfere with the undertakings of the Erie Ontario Power Company, as shown on the plans of the said company now on file in the Department of Railways and Canals, without the consent of the Erie-Ontario Power Company.

Share-holders.

5. Each and every bona fide holder of one share or more in the Jordan Light, Heat and Power Company or in the Erie and Ontario Development Company, Limited, respectively, is hereby declared to be a shareholder in the Company, and each

and every such shareholder respectively is hereby constituted and declared to be the holder of and entitled to one share in the Company for each share held by such shareholder in either of the said companies, share for share, with all the rights, privileges and liabilities belonging or appertaining to the holders of the shares in the capital stock of the said companies respectively at the time of the passing of this Act.

6. The capital stock of the Company shall be ten million ^{Capital.} dollars, divided into one hundred thousand shares of one hundred dollars each.

7. The Company may issue bonds, debentures or other ^{Issue of securities.} securities, in the manner provided by *The Railway Act*, to an amount not exceeding ten millions of dollars, being one million dollars less than the combined authorized issues of the two amalgamated companies.

8. The affairs of the Company shall be managed by a board ^{Directors.} of nine directors, a majority of whom shall form a quorum, and may exercise all the powers of the board. Such number may, at any time or times, and from time to time, be increased by by-law or by-laws of the directors, to any number not exceeding ten directors, and such number may at any time or times and from time to time be reduced to not less than five by by-law or by-laws of the directors confirmed by the shareholders or by non-election where vacancies occur from time to time, and where vacancies occur the directors shall have power to appoint any shareholder to fill such vacancies, such appointment to hold good until a new general election of directors takes place at a meeting of the shareholders, and a majority of the directors of the Company so chosen shall at all times be persons residing in Canada and subjects of His Majesty by birth or naturalization.

2. The first directors of the Company shall be:—Daniel W. ^{First directors.} Allen, Homer S. Crossman and John F. Burke, of the city of Buffalo, in the state of New York, Abner Nelson, Charles Swaby, Alexander Nelson, Thomas Home and Samuel C. Biggs, of the city of Toronto, and D'Arcy Scott, of the city of Ottawa, who shall hold office until the first general annual meeting of the shareholders of "the Company," which shall be held on the first Tuesday in September in each year.

3. The head office of the Company shall be at the city of ^{Head office.} Toronto, but may be changed to such place in the province of Ontario as the shareholders by by-law from time to time direct.

9. The directors may make and issue as paid-up and non- ^{Issue of paid-up stock.} assessable stock, shares in the Company in payment for any contract, franchise, property, undertaking, privilege, right or power which may be assigned or transferred to it or which it

may acquire by virtue of this Act, at such rate as they deem expedient, to engineers or contractors or for right of way, material, plant, buildings or lands, or the construction or equipment of the works or any part thereof, or for services rendered in placing or assisting to place or guaranteeing the placing of any of the shares or other securities of the Company or in or about the promotion of the Company or the conduct of its business.

Pending
litigation
not affected.

10. No claim, action or proceeding by or against the said companies so united, or either of them, shall abate or be affected by such union, but for all purposes of such action or proceeding, such company or companies may be deemed still to exist or the Company may be substituted in such action or proceeding in the place thereof.

Application
of Acts and
letters
patent.

11. All Acts of the Parliament of Canada relating to the Jordan Light, Heat and Power Company, and all letters patent under the seal of the Secretary of State of Canada relating to The Erie and Ontario Development Company, Limited, with the rights and privileges therein stated, are hereby declared to be vested in and relate to and be binding upon the Company, except in so far as the same are varied or altered by or are inconsistent with this Act, and when any provision in any of the said Acts conflicts with any provision in the said letters patent, the provision made by such Act shall prevail.

Extension of
time for
construction
of works.

12. The time for commencement and completion of the works hereby authorized to be constructed is hereby extended for three and five years, respectively, from the passing of this Act; otherwise the powers granted by this Act shall cease and be null and void as respects so much of the work as then remains uncompleted.

SCHEDULE.

This indenture made in triplicate this twenty-seventh day of November, 1906, between the Jordan Light, Heat and Power Company, hereinafter called "The Jordan Company," of the first part, and the Erie and Ontario Development Company, Limited, hereinafter called "The Erie Company," of the second part.

Whereas the parties hereto are corporations incorporated as to the Jordan Company by an Act of the Parliament of Canada, and as to the Erie Company by letters patent under the Great Seal of Canada, with their respective head offices in the city of Hamilton and the town of Welland;

And whereas the said parties have agreed that an amalgamation and consolidation of the said companies is in the best interests of both companies, and the terms upon which such

amalgamation and consolidation should take place have also been agreed upon;

And whereas it is necessary that the amalgamation and consolidation of the said companies and the terms of this deed should be authorized, ratified and confirmed by the Parliament of Canada;

And whereas it is expedient that the said amalgamation and consolidation should take place;

Now therefore this indenture witnesseth that the said two companies, parties hereto, and their respective boards of directors do hereby agree each with the other as follows, that is to say:—

ARTICLE 1.

Upon the passing of an Act in that behalf by the Parliament of Canada, amalgamating and consolidating the parties hereto, namely, the Jordan Light, Heat and Power Company and the Erie and Ontario Development Company, Limited, into one corporation under the name of "The Jordan-Erie Power Company," having a common seal and vesting in such Company all the powers, franchises, rights and privileges of each of the said two companies, and ratifying and confirming this agreement, then this agreement shall come into effect as of the date hereof, and the words the Company in the succeeding articles shall mean the Jordan-Erie Power Company.

ARTICLE 2.

All and singular the property, real and personal, and all rights and incidents appurtenant thereto, and all contracts, agreements, debts and obligations and choses in action of every description belonging to the said two companies, the parties hereto, or either of them, shall become vested in and they are hereby granted, assigned, transferred and set over to the Company, subject, however, to all liens, if any, upon the property of either of the parties hereto, and to the respective debts, liabilities and duties of the said parties respectively.

ARTICLE 3.

The capital stock of the Company shall be ten million dollars (\$10,000,000), divided into 100,000 shares of \$100 each, and the Company may issue bonds, debentures or other securities in the manner provided by *The Railway Act*, 1903, to an amount not exceeding ten million dollars (\$10,000,000).

ARTICLE 4.

The financial basis of union shall be as follows:—

Each and every shareholder in the said companies respectively shall receive one share in the Jordan-Erie Power Com-

pany for every share held by such shareholder in either of the said companies, share for share, and such shares in the Company shall be deemed to be paid up to the same extent as the shares of said companies respectively held by such shareholder, and no more.

ARTICLE 5.

The affairs of the Company shall be managed by a board of seven directors, a majority of whom shall form a quorum. Such number may, at any time or times, and from time to time, be increased by by-law or by-laws of the directors to any number, not exceeding nine directors, and such number may at any time or times, and from time to time, be reduced to not less than seven by by-law or by-laws of the directors confirmed by the shareholders, or by non-election where vacancies occur from time to time; and where vacancies occur the directors shall have power to appoint any shareholder to fill such vacancies, such appointment to hold good until a new general election of directors takes place at a meeting of the shareholders, and a majority of the directors of the Company, so chosen, shall at all times be persons residing in Canada and subjects of His Majesty by birth or naturalization.

ARTICLE 6.

The first directors of the Company shall be: Daniel W. Allen, Homer S. Crossman and John F. Burke of the city of Buffalo, Alexander Nelson, Thomas Home and Samuel C. Biggs of the city of Toronto, and D'Arcy Scott of the city of Ottawa, who shall hold office until the first general annual meeting of the shareholders of the Company, which shall be held on the first Tuesday in April in each year. The head office of the Company shall be at the city of Hamilton, or at such place in the province of Ontario as the shareholders by by-law from time to time direct.

ARTICLE 7.

All rights of creditors to obtain payment of their claims out of the property, rights and assets of either of the companies, parties hereto respectively, liable for such claims, and all liens upon property, rights and assets of either of such companies shall be unimpaired by the union of said companies, and all debts, contracts and liabilities of either of the said companies shall thenceforth attach to the Company and be enforced against it to the same extent as if the said debts, contracts and liabilities had been incurred or contracted by it. And until the said capital stock to be issued to the shareholders of the said companies, respectively, is paid up, such shareholders shall remain liable to the respective creditors of the said respective companies to the full extent of the amount unpaid upon their respective holdings of stock in the said companies respectively.

ARTICLE 8.

No action or proceeding by or against the said companies, so united, or either of them, shall abate or be affected by such union, but for all purposes of such action or proceeding, such company may be deemed still to exist or the Company may be substituted in such action or proceeding in the place thereof.

ARTICLE 9.

All Acts of the Parliament of Canada relating to the Jordan Light, Heat and Power Company, and all letters patent under the Great Seal of Canada, hereinafter to be granted, if any be so granted, relating to the said Company, and all letters patent under the Great Seal of Canada relating to the Erie and Ontario Development Company, Limited, granted, or to be granted, are hereby declared to relate to the Company, and to be binding upon the Company, except in so far as any of the said statutes and letters patent are altered or superseded hereby, or by the Act amalgamating the said companies.

ARTICLE 10.

The by-laws of the said companies shall govern the Company, except in so far as the same may be altered by any of the terms hereof until the same are repealed, altered or changed or new by-laws are passed by the directors of the Company.

ARTICLE 11.

In witness whereof the said parties have affixed their respective corporate seals and attached hereto the signatures of their respective presidents.

Attest:

JORDAN LIGHT, HEAT AND POWER COMPANY,
Alexander Nelson,
[Seal.] Vice-President.
Daniel W. Allen,
Secretary and Treasurer.

Attest:

ERIE AND ONTARIO DEVELOPMENT COMPANY, LIMITED,
E. A. C. Pew,
[Seal.] President.
Daniel W. Allen,
Secretary and Treasurer.



6-7 EDWARD VII.

CHAP. 99.

An Act respecting the Klondike Mines Railway Company.

[Assented to 12th April, 1907.]

WHEREAS the Klondike Mines Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and whereas no bonds have been issued by the said Company under the agreement mentioned in section 2 of chapter 66 of the statutes of 1902, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

1899, c. 72;
1901, c. 69;
1902, c. 66;
1903, c. 140.

1. The Klondike Mines Railway Company may commence the construction of its railway, or any extension thereof heretofore authorized, and expend fifteen per cent on the amount of its capital stock thereon, within two years after the passing of this Act, and may complete the said railway or extension, and put it in operation, within five years after the passing of this Act; and if the said railway or extension is not so commenced and such expenditure is not so made, or if the said railway or extension is not completed and put in operation, within the said periods respectively, the powers of construction conferred upon the said Company by Parliament shall cease and be null and void as respects so much of the said railway or extension as then remains uncompleted.

Time for
construction
extended.

2. Section 2 of chapter 140 of the statutes of 1903 is repealed.

1903, c. 140,
s. 2 repealed.

3. Section 2 of chapter 66 of the statutes of 1902 is amended by striking out all the words after the word "extension" in the third line thereof.

1902, c. 66,
s. 2 amended.

4. The issue of bonds to the extent of thirty thousand dollars per mile, with interest thereon at six per cent per annum, and the mortgage securing the same, made and created

Bond issue
and mortgage
confirmed.

under the authority of a resolution passed by the shareholders of the said Company at a special meeting for that purpose held on the twenty-ninth day of July, one thousand nine hundred and five, are hereby confirmed and are validated as on and from the same date, and declared to be binding upon the parties thereto; provided that nothing therein, except as to interest, shall be taken to override any of the provisions of *The Railway Act* applicable to the said Company and its undertaking, and that the property, assets, rents and revenues of the said Company shall be subject, in the first instance, to the payment of any penalty imposed upon the said Company for non-compliance with the requirements of *The Railway Act*, and next to the payment of the working expenditure of the railway of the said Company.

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6-7 EDWARD VII.

CHAP. 100.

An Act respecting the Lake Superior Power Company.

[Assented to 12th April, 1907.]

WHEREAS a petition has been presented by the Lake Superior Power Company praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.
(Ontario)
1895, c. 119.

1. The Lake Superior Power Company, notwithstanding the construction by it of the regulating works at the head of the falls in the St. Mary River at Sault Ste. Marie, in the province of Ontario, may proceed to obtain the approval, by the Governor in Council, of the site and plans of the said regulating works, under the provisions of *The Navigable Waters' Protection Act*, chapter 115 of the Revised Statutes, 1906; and upon such approval being obtained, the provisions of the said Act shall apply to the said regulating works so constructed as fully and to the same extent as if the said regulating works had not been constructed before the approval of the plans and site thereof by the Governor in Council.

Provision for approval of site and place of works.
R.S., c. 115.

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6-7 EDWARD VII.

CHAP. 101.

An Act respecting the London and St. Clair Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the London and St. Clair Railway Company Preamble.
has by its petition prayed that it be enacted as hereinafter
set forth, and it is expedient to grant the prayer of the said 1905, c. 118.
petition: Therefore His Majesty, by and with the advice and
consent of the Senate and House of Commons of Canada, enacts
as follows:—

1. The London and St. Clair Railway Company may com-
mence the construction of the railway authorized by section 8 Time for
construction
extended.
of chapter 118 of the statutes of 1905, and expend fifteen per
cent on the amount of its capital stock thereon, within two
years after the passing of this Act, and may complete the said
railway and put it in operation within five years after the passing
of this Act; and if the said railway is not so commenced and
such expenditure is not so made, or if the said railway is not
completed and put in operation, within the said periods respec-
tively, the powers of construction conferred upon the said Com-
pany by Parliament shall cease and be null and void as respects
so much of the said railway as then remains uncompleted.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 102.

An Act for the relief of Victor Harold Lyon.

[Assented to 27th April, 1907.]

WHEREAS Victor Harold Lyon, of the city of Ottawa, in the Preamble.
province of Ontario, dentist, has by his petition alleged,
in effect, that on the twenty-fifth day of February, A.D. 1892,
at the said city, he was lawfully married to Elizabeth Blanche
Laurie, then of the said city, a spinster; that his legal domicile
was then and is now in Canada; that at the said city, at various
times in the year A.D. 1904, she committed adultery with one
George R. Christie; that she is now residing at the town of
Aberdeen, in the state of South Dakota, one of the United
States of America; that he has not connived at nor condoned
the said adultery; that there has been no collusion, directly or
indirectly, between him and her in the proceedings for divorce;
and whereas by his petition he has prayed for the passing of an
Act dissolving his said marriage, authorizing him to marry
again, and affording him such other relief as is deemed meet;
and whereas the said allegations have been proved, and it is
expedient that the prayer of his petition be granted: Therefore
His Majesty, by and with the advice and consent of the Senate
and House of Commons of Canada, enacts as follows:—

1. The said marriage between Victor Harold Lyon and Marriage
Elizabeth Blanche Laurie, his wife, is hereby dissolved, and dissolved.
shall be henceforth null and void to all intents and purposes
whatsoever.

2. The said Victor Harold Lyon may at any time hereafter Right to
marry any woman whom he might lawfully marry if the said marry again.
marriage with the said Elizabeth Blanche Laurie had not been
solemnized.



6-7 EDWARD VII.

CHAP. 103.

An Act to incorporate the Malone and Hopkins Point Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS a petition has been presented praying that it be Preamble.
enacted as hereinafter set forth, and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House of
Commons of Canada, enacts as follows:—

1. W. F. Wenright, of the city of Malone, in the state of New Incorporation.
York, in the United States; John Tyo, of the town of Dundee,
in the province of Quebec; D'Arcy Scott, Wann Gays and William
H. Curle, of the city of Ottawa, in the province of Ontario, to-
gether with such persons as become shareholders in the com-
pany, are incorporated under the name of "The Malone and Corporate
Hopkins Point Railway Company," hereinafter called "the name.
Company."

2. The works of the Company are declared to be for the Declaratory.
general advantage of Canada.

3. The persons named in section 1 of this Act are constituted Provisional
provisional directors of the Company. directors.

4. The capital stock of the Company shall be fifty thousand Capital
dollars. No one call thereon shall exceed ten per cent on the stock.
shares subscribed.

5. The head office of the Company shall be in the town of Head office.
Dundee, in the province of Quebec.

6. The annual meeting of the shareholders shall be held on Annual
the second Tuesday in September. meeting.

Number of
directors.

7. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors.

Line of
railway
described.

8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point at or near the international boundary near the village of Dundee, in the county of Huntingdon, in the province of Quebec, to a point in or near Hopkins Point, in the said county.

Bridge over
Salmon River.

9. Where the Company constructs any bridge as part of its railway above authorized to be constructed, over the Salmon River, it shall, if so required by the municipality of the township of Dundee, construct the said bridge so that it will be available for ordinary travel by vehicles and pedestrians, upon the said municipality contributing and paying such proportion of the cost of the said bridge as is agreed upon between the said municipality and the Company, or, in the event of disagreement, as is determined by the Board of Railway Commissioners for Canada upon the application either of the said municipality or of the Company, and upon notice to the other of them.

Lines along
highways.

10. Notwithstanding anything in *The Railway Act*, the Company shall not construct or operate its line of railway along any highway or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway or other public place, and upon terms to be agreed on with such municipality.

Issue of
securities.

11. The securities issued by the Company shall not exceed twelve thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Agreements
with other
companies.

12. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Company may enter into agreements with the Malone, Fort Covington and Hopkins Point Railway Company for any of the purposes specified in the said section 361.



6-7 EDWARD VII.

CHAP. 104.

An Act respecting the Manitoba and North-Western Railway Company of Canada.

[Assented to 22nd March, 1907.]

WHEREAS the Manitoba and North-Western Railway Company of Canada has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Manitoba and North-Western Railway Company of Canada may commence the construction of the railways authorized by section 9 of chapter 52 of the statutes of 1893 and by section 1 of chapter 94 of the statutes of 1904, within two years after the passing of this Act, and the said railways shall be completed and put in operation within five years after the passing of this Act, and if the said railways are not so commenced or are not completed and put in operation within the said respective periods, then the powers of construction shall cease and be null and void as respects so much of the said railways as then remains uncompleted.

Preamble.
Time for
construction
extended.
1893, c. 52;
1904, c. 94.

2. The said Company may lay out, construct and operate a branch line of its railway from a point on its main line between Theodore and Insinger in a westerly and northwesterly direction to a junction with the Quill Lakes branch at a point in township thirty-two, range eighteen or nineteen west of the second meridian, a distance of about eighty miles; also a branch line from Bredenbury on its main line, northerly to a point at or near Kamsack, in the province of Saskatchewan, a distance of about forty-two miles. The said branches shall be commenced within two years after the passing of this Act, and completed within five years after the passing of this Act; and the powers con-

Line of
railway
authorized.

ferred upon the said Company shall cease and be null and void as respects so much of the said lines as is not so commenced and completed.

Issue of
securities.

3. The securities issued by the said Company in respect of the said last named branches shall not exceed twenty thousand dollars per mile of the said branches, and may be issued only in proportion to the length of the branches constructed or under contract to be constructed.

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most Excellent Majesty.



6 - 7 EDWARD VII.

CHAP. 105.

An Act to incorporate the Manitoba Radial Railway Company.

[Assented to 27th April, 1907.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

- 1.** Charles Hoffman, Arthur Wagner, Robert Donald Fletcher, John A. Munro and William J. Donovan, all of the city of Winnipeg, in the province of Manitoba, together with such persons as become shareholders in the company, are incorporated under the name of "The Manitoba Radial Railway Company," hereinafter called "the Company." Preamble.
Incorporation.
Corporate name.
- 2.** The works of the Company are declared to be for the general advantage of Canada. Declaratory.
- 3.** The persons named in section 1 of this Act are constituted provisional directors of the Company. Provisional directors.
- 4.** The capital stock of the Company shall be one million dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock.
- 5.** The head office of the Company shall be in the city of Winnipeg, in the province of Manitoba. Head office.
- 6.** The annual meeting of the shareholders shall be held on the first Tuesday in September. Annual meeting
- 7.** The number of directors shall not be less than five nor more than nine, one or more of whom may be paid directors. Number of directors.

Line of
of railway
described.

Branch line.

Consent of
municipality.

Electric and
other power.

Telegraphs
and tele-
phones in
municipalities.

Vessels.

Transporta-
tion.

Telegraphs
and
telephones.

8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point at, near, or in the city of Winnipeg, in the province of Manitoba, westerly and northerly to a point at or near Clan-deboye Bay on the shore of Lake Manitoba, and thence in a northerly direction to a point at or near the post office of Lundar, in the said province, and thence northerly to a point on the shore of Lake Winnipeg near Grand Rapids in the district of Keewatin; and may construct and operate a branch line from a point on the main line near Winnipeg northerly through the town of Stonewall and thence in a northwesterly direction to Lake Francis, in the province of Manitoba.

9. Notwithstanding anything in *The Railway Act*, the Company shall not construct or operate its line of railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and upon terms to be agreed upon with such municipality.

10. For the purposes of its undertaking and subject to the provisions of section 247 of *The Railway Act*, the Company may acquire electric or other power or energy, which may be transmitted and delivered to any place in the municipalities through which the railway is authorized to be built, and may receive, transform, transmit, distribute and supply such power or energy in any form, and may dispose of the surplus thereof, and collect rates and charges therefor; but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, who may also revise such rates and charges from time to time.

11. Nothing in this Act shall authorize the Company to construct or operate any telegraph or telephone lines or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed with such municipality.

12. The Company may construct and operate such steam and other ferries, boats and vessels as the directors deem requisite for the carriage of passengers, freight and other traffic in connection with its railway.

13. The Company may, subject to the provisions of *The Railway Act*, construct and operate telegraph and telephone lines

lines upon and along its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of the said Act, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own line to, any such companies.

2. No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, who may also revise such tolls and charges from time to time. Approval of tolls.

3. Part II. of *The Telegraphs Act* shall apply to the telegraphic business of the Company. R.S., c. 126.

14. The Company may establish, maintain and conduct hotels, theatres, parks, athletic grounds, speedways and other places of amusement, and for these purposes may buy, hold and sell and otherwise dispose of lands. Lands for other than railway purposes.

15. The securities issued by the Company shall not exceed twenty-five thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed. Issue of securities.

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6 - 7 EDWARD VII.

CHAP. 106.

An Act respecting the Manitoulin and North Shore Railway Company.

[Assented to 27th April, 1907.]

WHEREAS the Manitoulin and North Shore Railway Com- Preamble.
pany has by its petition prayed that it be enacted as 1900, c. 64;
hereinafter set forth, and it is expedient to grant the prayer of 1901, c. 74;
the said petition: Therefore His Majesty, by and with the 1902, c. 72;
advice and consent of the Senate and House of Commons of 1903, c. 148;
Canada, enacts as follows:— 1905, c. 120;
1906, c. 123.

1. The section substituted by section 1 of chapter 148 of the 1903, c. 148,
statutes of 1903 for section 1 of chapter 74 of the statutes of s. 1, amended.
1901 is hereby amended by striking out of the said section the
words “by way of the town of Sault Ste. Marie, in the district
of Algoma, or by such other route as the Company determines.” Line of
railway.

2. Except as amended by this Act, the lines of railway Extension of
described in sections 1 and 2 of chapter 148 of the statutes time for
of 1903, and in section 7 of chapter 64 of the statutes of construction.
1900, c. 64,
except those portions thereof lying between Sudbury and s. 7; 1903,
Little Current, and between Meaford and Owen Sound, respec- c. 148, ss. 1
tively, may be commenced within two years and completed and 2.
within five years after the passing of this Act, otherwise the
powers granted for such construction shall cease and be null
and void as respects so much as then remains uncompleted.

3. Subsection 1 of section 1 of chapter 120 of the statutes of 1905, c. 120,
1905 is hereby repealed. amended.



6 - 7 EDWARD VII.

CHAP. 107.

An Act for the relief of Arthur Leon McPherson.

[Assented to 27th April, 1907.]

WHEREAS Arthur Leon McPherson, of the township of ^{Preamble.} Stukely, in the county of Shefford, district of Bedford, in the province of Quebec, farmer, has by his petition alleged, in effect, that on the second day of November, A.D. 1899, at the town of Waterloo, in the said county, he was lawfully married to Annie Lucinda Alberta Booth; that she was then of the township of West Bolton, in the said county, a spinster; that his legal domicile was then and is now in Canada; that at the villages of Knowlton, West Bolton and Bolton Centre, in the county of Brome, in the said province, on divers occasions between the fifth day of March, A.D. 1904, and on or about the first day of March, A.D. 1906, she committed adultery; that she is now residing in parts unknown; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Arthur Leon McPherson and Annie Lucinda Alberta Booth, his wife, is hereby dissolved, ^{Marriage dissolved.} and shall be henceforth null and void to all intents and purposes whatsoever.

2. The said Arthur Leon McPherson may at any time here- ^{Right to marry again.} after marry any woman whom he might lawfully marry if the said marriage with the said Annie Lucinda Alberta Booth had not been solemnized.



6-7 EDWARD VII.

CHAP. 108.

An Act respecting the Midway and Vernon Railway Company.

[Assented to 12th April, 1907.]

WHEREAS the Midway and Vernon Railway Company has Preamble.
by its petition prayed that it be enacted as hereinafter
set forth, and it is expedient to grant the prayer of the said
petition: Therefore His Majesty, by and with the advice and
consent of the Senate and House of Commons of Canada, enacts
as follows:—

1. The Company may commence the construction of its rail-
way and expend fifteen per cent of the amount of its capital
stock thereon within two years after the passing of this Act, and
may finish the said railway and put it in operation within five
years after the passing of this Act; and if the said railway is
not so commenced and such expenditure is not so made, or if
the said railway is not finished and put in operation, within the
said periods respectively, the powers of construction conferred
upon the Company by Parliament shall cease and be null and
void as respects so much of the said railway as then remains
uncompleted.

2. Section 11 of chapter 154 of the statutes of 1903 is hereby
repealed.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 109.

An Act to incorporate the National Accident and Guarantee Company of Canada.

[Assented to 22nd March, 1907.]

WHEREAS the persons hereinafter named have by their Preamble.
petition prayed that it be enacted as hereinafter set forth,
and it is expedient to grant the prayer of the said petition:
Therefore His Majesty, by and with the advice and consent of
the Senate and House of Commons of Canada, enacts as follows:—

1. Thomas Francis Johnson, Duncan Campbell Cameron Incorporation.
Macdonald, Charles J. Mills, Francis Love, Henry Johnson, and
John G. Anderson, all of the city of London, and Alfred S.
Wigmore, of the city of Toronto, all in the province of Ontario,
together with such persons as become shareholders in the com-
pany, are incorporated under the name of "The National Acci- Corporate
dent and Guarantee Company of Canada," hereinafter called name.
"the Company."

2. The persons named in section 1 of this Act, together with Provisional
such persons, not exceeding six, as they associate with them, directors.
shall be the provisional directors of the Company, a majority of
whom shall be a quorum for the transaction of business, and
they may forthwith open stock books, procure subscriptions
of stock for the undertaking, make calls on stock subscribed
and receive payments thereon, and shall deposit in a chartered
bank in Canada all moneys received by them on account of stock
subscribed or otherwise received by them on account of the
Company, and may withdraw the same for the purposes of the
Company only, and may do generally whatever is necessary to
organize the Company.

3. The head office of the Company shall be in the city of Head office.
London, in the province of Ontario, or such other place in
Canada as a majority of the directors select.

Branches. 2. The directors may establish local advisory boards or agencies, either within Canada or elsewhere, at such times and in such manner as they deem expedient.

Capital stock. 4. The capital stock of the Company shall be one million dollars, divided into shares of one hundred dollars each.

Increase of capital. 2. The directors may, after the whole capital stock has been subscribed and fifty per cent paid thereon in cash, increase the amount of the capital stock from time to time to an amount not exceeding two million dollars; but the stock shall not be increased until a resolution of the board of directors authorizing such increase has been first submitted to and confirmed by two-thirds in value of the shareholders present or represented by proxy at a special general meeting of the shareholders duly called for that purpose.

First general meeting. 5. So soon as one hundred and fifty thousand dollars of the capital stock have been subscribed and ten per cent of that amount has been paid into some chartered bank in Canada, the provisional directors shall call a general meeting of the shareholders at some place to be named in the said city of London, at which meeting the shareholders present or represented by proxy who have paid not less than ten per cent on the amount of shares subscribed for by them shall elect a board of not less than seven nor more than twenty directors, who shall thereafter manage the affairs of the Company and a majority of whom shall be a quorum.

Election of directors. 2. No person shall be a director unless he holds in his own name and for his own use at least twenty-five shares of the capital stock, and has paid all calls due thereon and all liabilities incurred by him to the Company.

Qualification of directors. 6. A general meeting of the Company shall be called at its head office once in each year after the organization of the Company and commencement of business, and at such meeting a statement of the affairs of the Company shall be submitted; and special general or extraordinary meetings may at any time be called by any five of the directors, or by requisition of any twenty-five shareholders, specifying in the notice the object of such meeting.

Annual meeting. 2. Notice of each such meeting shall be sufficiently given by printed or written notice to each of the shareholders mailed at least twenty days before the day for which the meeting is called, and addressed by registered letter to the addresses of the shareholders respectively given in the books of the Company.

Notice of meeting. 7. The shares of the capital stock subscribed for shall be paid by such instalments and at such times and places as the directors appoint; the first instalment shall not exceed twenty-

Calls. five

five per cent, and no subsequent instalment shall exceed ten per cent, and not less than thirty days' notice shall be given of any call: Provided that the whole amount so paid in by any shareholder shall not be less than ten per cent of the amount subscribed by such shareholder.

2. The Company shall not commence the business of accident, sickness and guarantee insurance as provided for by this Act until two hundred and fifty thousand dollars of the capital stock have been subscribed and ninety thousand dollars have been paid in cash into the funds of the Company to be appropriated only for the purposes of the Company under this Act: When business may be commenced. Provided that the Company may commence the business of accident or accident and sickness insurance when one hundred and fifty thousand dollars of the capital stock have been subscribed and thirty-five thousand dollars have been paid in cash into the funds of the Company: Accident and sickness insurance. Provided further that in case the business of accident and sickness insurance has not been so taken up, the Company may commence the business of guarantee insurance when one hundred and seventy-five thousand dollars of the capital stock have been subscribed and sixty thousand dollars have been paid in cash into the funds of the Company. Guarantee insurance.

8. The Company may make and effect contracts of insurance with any person against any accident or casualty of whatever nature or from whatever cause arising to individuals, whereby the insured suffers loss or injury or is disabled, including sickness not ending in death, or, in case of death from any accident or casualty not including sickness, securing to the representative of the person assured the payment of a certain sum of money upon such terms and conditions as are agreed upon, and in like manner may also make and effect contracts of indemnity with any person against claims and demands of the workmen and employees of such person or of the legal representatives of such workmen and employees with respect to accidents or casualties of whatever nature or from whatever cause arising whereby the insured suffers pecuniary loss or damage or incurs costs and expenses, and may generally carry on the business of accident and sickness insurance as defined by *The Insurance Act*. Business of Company.
Accident insurance.
Sickness insurance.

9. The Company may make and effect contracts—

(a) guaranteeing the fidelity of persons filling or about to fill situations of trust or confidence, and the due performance and discharge by such persons of all or any of the duties and obligations imposed upon them by contract or otherwise;

(b) guaranteeing the due performance and discharge by receivers, official and other liquidators, committees, guardians, executors, administrators, trustees, attorneys, brokers and agents, of their respective duties and obligations;

(c) guaranteeing persons filling or about to fill situations of trust or confidence against liabilities in connection therewith,

Guarantee insurance.

and in particular against liabilities resulting from the misconduct of any co-trustee, co-agent, sub-agent or other person; and may (d) generally carry on the business of guarantee insurance as defined by *The Insurance Act*.

Real property
which may
be held.

10. The Company may acquire and hold any real property required in part or wholly for its use and accommodation, and may dispose thereof when necessary; but the annual value of such property held in any province of Canada shall not exceed three thousand dollars, except in the province of Ontario where it shall not exceed five thousand dollars.

Re-insur-
ance.

11. The Company may also cause itself to be insured against any risk undertaken in the course of its business.

R.S., c. 79.

12. Notwithstanding anything contained therein, the second part of *The Companies Act*, except sections 141 and 165 thereof, shall apply to the Company in so far as the said Act is not inconsistent with any of the provisions of *The Insurance Act* or of this Act.

R.S., c. 34.

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G - 7 EDWARD VII.

CHAP. 110.

An Act respecting *La Banque Nationale*.

[Assented to 12th April, 1907.]

WHEREAS *La Banque Nationale* has by its petition prayed Preamble.
that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—
1859, c. 103;
1888, c. 48.

1. The capital stock of *La Banque Nationale*, which is now divided into shares of thirty dollars each, shall be re-divided into shares of one hundred dollars each, and to each present shareholder there shall be allotted one share of one hundred dollars in exchange for every amount of one hundred dollars represented, at par, by the number of thirty dollar shares which he now holds. Power to re-divide shares.

2. Upon such re-division shares of one hundred dollars each to an amount representing, at par, such issued shares of thirty dollars each, and fractions thereof, as have not been so exchanged shall, after the first day of June next, at the instance of the said bank, be sold at auction, after having been duly advertised in at least three issues of two newspapers published, one in English and one in French, at the place where the head office of the bank is located; and the proceeds thereof shall be distributed pro rata among the owners of shares of thirty dollars each, or of fractions thereof, to whom shares of one hundred dollars each have not been so allotted in exchange, and the payment of the amounts shall relieve the said bank from liability respecting such shares or fractions thereof. Shares unconverted may be sold.

3. In order to carry into effect the provisions of this Act, the directors may call in the present certificates of stock, and issue new certificates to the shareholders in lieu thereof. Issue of new certificates.



6-7 EDWARD VII.

CHAP. III.

An Act to revive certain Patents of the Nichols Copper Company.

[Assented to 12th April, 1907.]

WHEREAS the Nichols Copper Company, of Laurel Hill, Preamble.
Queen's County, in the state of New York, one of the
United States of America, has by its petition represented that
it is the holder and owner of certain patents issued under the
seal of the patent office, namely, patent number 53,316, dated
August 24th, 1896, for improvements in roasting furnaces;
patent number 63,517, dated July 28th, 1899, for improve-
ments in roasting furnaces; patent number 72,790, dated August
20th, 1901, for improvements in metal casting apparatus;
patent number 82,283, dated August 4th, 1903, for improve-
ments in ore roasting furnaces; and whereas the said Company
has prayed that it be enacted as hereinafter set forth, and it is
expedient to grant the prayer of the said petition: Therefore
His Majesty, by and with the advice and consent of the Senate
and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in *The Patent Act*, chapter 61
of the Revised Statutes, 1886, as amended by chapter 46 of the
statutes of 1903, or in *The Patent Act*, chapter 69 of the Revised
Statutes, 1906, or in the patents mentioned in the preamble, the
said patents are declared not to have become null and void and
not to have ceased and determined under paragraph (a) of
section 4 of chapter 46 of the statutes of 1903; but any of the
said patents shall become null and void and shall cease and
determine, if within six months after the passing of this Act the
manufacture of the invention patented under that patent is not
commenced and after such commencement is not continuously
carried on in Canada in such a manner that any person desiring
to use it may obtain it or cause it to be made for him at a reason-
able price at some manufactory or establishment for making
or constructing it in Canada.

Patents
declared to
be still in
force.
R.S., 1886, c.
61; 1903, c. 46.
R.S., 1906,
c. 69.
Manufacture
to be
commenced
within six
months.

Commissioner
of Patents
may make
order
respecting
conditions
as to
manufacture.

2. Notwithstanding anything in *The Patent Act*, chapter 61 of the Revised Statutes, 1886, as amended by chapter 46 of the statutes of 1903, or in *The Patent Act*, chapter 69 of the Revised Statutes, 1906, or in this Act, or in the patents mentioned in the preamble of this Act, the Commissioner of Patents may, within six months after the passing of this Act, receive petitions for the making of, and, if in his discretion he thinks proper, may grant orders under section 44 of the said chapter 69, that such patents, or any of them, instead of being subject to the conditions set forth in paragraph (a) of section 38 of the said chapter 69, or in this Act, shall be subject to the conditions set forth in paragraphs (a), (b), (c) and (d) of the said section 44.

Savings
clause as to
rights of
persons
commencing
manufacture,
etc., at a
time when
but for this
Act, the
patents
would have
been null.

3. If, in the period between the expiry of two years from the date of each of the said patents and the twelfth day of January, 1907, any person, other than any licensee, has commenced to manufacture, use and sell in Canada any of the patented inventions covered by the said patents respectively, such person may continue to manufacture, use and sell such invention in as full and ample a manner as if this Act had not been passed; provided that this exemption shall not extend to any person who, without the consent of the holder of such patent, has commenced the construction and manufacture of the said invention before the expiry of the patent.

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6-7 EDWARD VII.

CHAP. 112.

An Act to incorporate the Nipissing Central Railway Company.

[Assented to 12th April, 1907.]

WHEREAS a petition has been presented praying that it Preamble.
be enacted as hereinafter set forth, and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House of
Commons of Canada, enacts as follows:—

1. James William Fitzpatrick and Francis R. Latchford, both Incorporation.
of the city of Ottawa, in the province of Ontario, George Fer-
dinand Duncan of the city of Portland, in the state of Maine,
one of the United States, Benjamin Franklin Pearson of the
city of Halifax, in the province of Nova Scotia, Arthur George
Browning of the town of North Bay, Herbert L. Dunn of the
city of Toronto, George Taylor of the town of New Liskeard,
and Michael J. O'Brien, of the town of Renfrew, in the province
of Ontario, and John Jay Whipple of the city of Brockton, in
the state of Massachusetts, one of the United States, together
with such persons as become shareholders in the company, are Corporate name.
incorporated under the name of "The Nipissing Central Railway
Company," hereafter called "the Company."

2. The persons named in section 1 of this Act are constituted Provisional directors.
provisional directors of the Company.

3. The capital stock of the Company shall be three million Capital stock.
dollars. No one call thereon shall exceed ten per cent on the
shares subscribed.

4. The head office of the Company shall be in the city of Head office.
Ottawa, in the province of Ontario.

Annual
meeting.

5. The annual meeting of the shareholders shall be held on the first Tuesday in September.

Number of
directors.

6. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors.

Line of
railway.
described.

7. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches, (a) extending from a point in or near the town of Latchford, in the district of Nipissing, in the province of Ontario, thence through the townships of Coleman, Bucke, Dymond, Harris and Casey to a point on or near Blanche River, thence in a northerly direction to a point at or near Windigo Lake, thence in a north-easterly direction to a point on the line of the Grand Trunk Pacific Railway in the province of Quebec at or near the Matagami River; also, (b) extending from Latchford in a course following the Montreal River through the townships of Coleman, Barr, Lundy, Auld, Cane, Barber, Tudhope, James, Smyth and Willison, and thence in a northerly direction, by the most direct line, to a point on the line of the Grand Trunk Pacific Railway; also, (c) extending from Latchford in a southerly direction to a point at or near Temagami Station; also, (d) extending from a point in or near New Liskeard in the said district of Nipissing in a westerly direction through the townships of Dymond, Hudson, Lundy and Auld to meet the line above described as (b); also, (e) extending from a point at or near Windigo Lake on the line above described as (a) in a westerly direction to the line of the Temiskaming and Northern Ontario Railway; also, (f) extending from a point in or near New Liskeard in a northwesterly direction through the townships of Kearns, Armstrong, Evanturel, Beauchamp and Dack to Charlton; also, (g) a branch extending from a point in the township of Casey on the line above described as (a) to North Temiscamingue on the River des Quinze.

Issue of
securities.

8. The securities issued by the Company shall not exceed thirty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Telegraphs
and
telephones.

9. The Company may, subject to the provisions of *The Railway Act*, construct and operate telegraph and telephone lines upon and along its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of the said Act, enter into contracts with any companies having telegraph or telephone powers; and may connect its own lines with the lines of, or may lease its own line to, any such companies.

2. No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, who may also revise such tolls and charges from time to time. Approval of tolls.

3. Sections 7 to 15, both inclusive, of *The Telegraphs Act* R.S., c. 126. shall apply to the telegraphic business of the Company.

10. The Company may also, for the purpose of its undertaking, build, purchase, hire or otherwise acquire, charter, own, control and operate steam and other vessels for the purposes of the Company; and may enter into agreements with owners of such vessels for any of such purposes. Vessels.

11. The Company may, in addition to the lands which the Company may under *The Railway Act* expropriate for railway purposes, for the purposes of its undertaking, acquire by purchase, utilize and develop lands, water-powers, rights, easements and privileges in the vicinity of its railway, and construct, maintain and operate dams, reservoirs, buildings, and works, including transmission lines, for the generation, transmission and distribution of electricity for light, heat, power, or any other purpose in connection with its railways, vessels and other properties and works, and for the purpose of supplying water for the use of its railways, vessels and other properties and works; and may supply, sell or otherwise dispose of any surplus water, electric or other power or electricity so developed or generated and not required for the purposes of the Company. Water-power, electricity, etc.

12. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Company may enter into agreements with the Grand Trunk Railway Company of Canada, the Canadian Pacific Railway Company, the Grand Trunk Pacific Railway Company, or the Temiskaming and Northern Ontario Railway Commission for any of the purposes specified in the said section 361. Agreements with other companies.

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6-7 EDWARD VII.

CHAP. 113

An Act to incorporate the North Western Trusts Company.

[Assented to 22nd March, 1907.]

WHEREAS a petition has been presented praying that it be Preamble.
enacted as hereinafter set forth, and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House of
Commons of Canada, enacts as follows:—

1. George W. Morfitt, Fred. Thomas Weir, Thomas Lincoln Incorpor-
Beiseker, Charles Hervey Davidson, jr., and Richard Bedford ation.
Bennett, all of the city of Calgary, in the province of Alberta,
together with such persons as become shareholders in the com-
pany, are incorporated under the name of "The North Western
Trusts Company," hereinafter called "the Company." Corporate
name.

2. The persons named in section 1 of this Act shall be the Provisional
directors.
provisional directors of the Company, a majority of whom
shall be a quorum for the transaction of business, and they may
forthwith open stock books, procure subscriptions of stock for
the undertaking, make calls on stock subscribed and receive
payments thereon, and shall deposit in a chartered bank in
Canada all moneys received by them on account of stock sub-
scribed or otherwise received by them on account of the Com-
pany, and may withdraw the same for the purposes of the
Company only, and may do generally whatever is necessary to
organize the Company.

3. The capital stock of the Company shall be one million Capital stock.
dollars, divided into shares of one hundred dollars each.

4. The head office of the Company shall be at the city of Head office.
Calgary, in the province of Alberta, but the directors may
establish branch offices and local advisory boards at such
other places as they determine.

When
business
may be
commenced.

5. The Company shall not commence business until two hundred thousand dollars of the capital stock have been subscribed, and seventy-five thousand dollars paid thereon.

Directors.

6. The affairs of the Company shall be managed by a board of not less than five nor more than twenty directors, of whom a majority shall be a quorum.

Qualification
of directors.

2. No shareholder shall be eligible for election as a director unless he holds in his own right at least twenty shares upon which all calls due have been paid; and if any director makes an assignment for the benefit of creditors or comes within the operation of any insolvent law then in force, or ceases to hold twenty shares in his own right, he shall *ipso facto* cease to be a director, and his place may be filled for the remainder of the term by the directors from among the qualified shareholders of the Company.

Calls on
stock.

7. Calls on stock may be made by the directors at such times and in such proportions as they deem proper; provided that no call, except the first, shall exceed ten per cent, and that no call shall be made at a less interval than one month from the last preceding call.

Business of
Company.
Trust money.

8. The Company may—

(a) receive money in trust for the purposes herein specified, and invest and accumulate it at such rates of interest as can be obtained therefor;

Trustees.

(b) accept and execute all such trusts of every description and nature as are entrusted to it by any government or person, or committed or transferred to it by any order, judgment or decree of any court in Canada or elsewhere; execute the offices of executor, administrator, trustee, accountant, arbitrator, adjuster, auditor, receiver, assignee, liquidator, sequestrator, guardian, curator or committee of a lunatic, and perform the duties of such offices or trusts as fully and completely as any person so appointed could do; and in all cases where application is made to any court, judge, officer or person having authority to make an appointment to any such office or trust, such court, judge, officer or person may appoint the Company, with its consent, to hold such office or trust, and may substitute, if necessary, for any obligations required from a private person appointed to such offices such usual obligations as are applicable to corporations, and may fix the remuneration of the Company, take, hold and accept by grant, assignment, transfer, deed, will, devise, bequest, or otherwise, any real or personal estate upon any lawful trusts, and perform and execute them according to the terms and for the purposes declared, established, or agreed upon; accept from, and execute trusts for, married women in respect of their separate property, real or personal, and act as agent for them in the management of such separate property;

guarantee repayment of the principal or payment of the interest, or both, of any moneys entrusted to the Company for investment, on such terms and conditions as are agreed upon; act as agents for countersigning, registering or otherwise ascertaining and certifying to the genuineness of any issue of stock, bonds, debentures or other securities for money of any government, municipal or other corporate body duly authorized to issue and make the said issue, and hold the said securities as agents or trustee; and act generally as fiscal or other agent for any such government or corporate body;

(c) act as agent or attorney for winding up estates, receiving Agent. or collecting any principal, interest, rents, coupons, mortgages, debts, debentures or other securities or evidences of debt or demands of any nature, and in the sale or purchase of any real or personal property, and generally act in all matters in the nature of a trust or general agency;

(d) be the custodian, on such terms as are agreed upon, of Safe deposit. any jewellery, plate and other valuable property, and of deeds, wills, debentures, and other evidence of title or indebtedness;

(e) act as investing and managing agent of estates and pro- Management of estates. perties for and on behalf of executors, administrators and trustees, or other persons;

(f) receive and collect such remuneration for its services as Remuneration. is agreed upon or as fixed from time to time or allowed by law, and all usual and customary charges, costs and expenses.

9. The Company shall invest trust moneys as follows, and may manage, sell or dispose of such investments as the terms Investment of trust moneys. of the trust requires—

(a) upon first mortgages of improved freehold property in Mortgages of real estate. Canada, and may accept personal property or covenants by way of collateral security thereto;

(b) in the stock, funds or government securities of Canada, Stock and securities. or of any province of Canada, or of the United States, or guaranteed thereby respectively, or in bonds or debentures of any municipal corporation in any such province other than municipal corporations having a population of less than two thousand or an annual rate of assessment exceeding two cents on the dollar exclusive of school tax, or in the bonds and debentures of any school district in any such province, or in the public stock, funds or government securities of the United Kingdom, or of any of the colonies or dependencies thereof;

(c) in such securities as are specified by the terms of the Securities specified by trust. trust.

2. Nothing in this section shall prevent the Company from Existing securities. holding securities of any other kind which form or are part of any trust estate which comes into its hands; and it may hold such securities subject to the trusts and legal obligations attached thereto; but in the case of the realization of any portion thereof the proceeds shall be invested as herein directed, unless

the will, deed, order, or instrument creating the trust provides otherwise.

Trust funds
to be kept
separate.

10. The moneys and securities of any such trust shall always be kept distinct from those of the Company, and in separate accounts, and so marked for each particular trust as always to be distinguished from any other in the registers and other books of account to be kept by the Company, so that at no time shall trust moneys form part of or be mixed with the general assets of the Company; and the Company shall, in the receipt of rent and in the overseeing and management of trusts and other property, keep distinct records and accounts of all operations connected therewith; provided that in the management of the money and property held by the Company as trustee, or in any other official capacity, under the powers conferred by this Act, the Company may, unless the authority making the appointment otherwise directs, invest the trust money in the manner provided by section 11 of this Act in a general trust fund of the Company; provided always that the total amount of money of any one trust invested in the said general trust fund shall not, at any time, exceed three thousand dollars.

Proviso.

Trust
property not
liable for
debts of
Company.

11. Moneys, properties and securities received or held by the Company upon trust or as agent shall not be liable for the debts or obligations of the Company.

Accounts to
be rendered
by Company
when made
trustee by a
court.

12. In case of the appointment of the Company to any trust or office by any court in Canada, or any judge, officer, or person having lawful authority in that behalf, such court, judge, officer or person may, from time to time, require the Company to render an account of its administration of the particular trust or office to which it has been appointed, and may from time to time appoint a suitable person to investigate the affairs and management of the Company, and as to the security afforded to those by or for whom its engagements are held, and such persons shall report thereon to such court, judge, officer or person, and the expenses of such investigation shall be borne as ordered by such court, judge, officer or person.

Real estate
which may be
held.

13. The Company may hold such real estate as is necessary for the transaction of its business, not exceeding the net yearly value of ten thousand dollars, and any further real estate of whatever value which, being mortgaged or hypothecated to it, is acquired by it for the protection of its investments, and may, from time to time, sell, mortgage, lease, or otherwise dispose thereof; but the Company shall sell any real estate acquired in satisfaction of any debt due to itself, other than as trustee or in an official capacity, within seven years after such acquisition, unless such time is extended by order of the Governor in Council, otherwise such real estate shall revert to His Majesty for the use of Canada.

14. The Company may invest any moneys forming part of its own capital or reserve or accumulated profit thereon in any of the securities mentioned in section 11 of this Act, or on the security of real estate in Canada, or any interest in such real estate, or on the security of the debentures, bonds, stock and other securities of any chartered bank or company incorporated by or under the authority of the Parliament of Canada, or of the legislature of any province, as the directors deem expedient.

Investment
of moneys of
Company.

15. Nothing in this Act shall be construed to authorize the Company to issue any note payable to bearer, or any promissory note intended to be circulated as money or as the note of a bank, or to engage in the business of banking or of insurance.

Note issue
prohibited.

Banking
prohibited.

16. The powers and authority hereby granted to the Company shall be exercised in any province subject to the laws of such province in that behalf, and shall not have any force or effect in any province in any respect in which they are inconsistent with the laws of that province.

Provincial
laws.

17. The Company shall prepare, and annually transmit to the Minister of Finance, a statement in duplicate, verified by the oath of the president or vice-president and of the manager or secretary, setting forth the capital stock of the Company, the proportion thereof paid up, the assets and liabilities of the Company, the trust property held by it, and such other details as the Minister requires, and such statement shall be made up to the thirty-first day of December in each year.

Annual
statement to
be given to
Minister of
Finance.

18. The Second Part of *The Companies Act*, except sections 125, 141 and 165 thereof, shall apply to the Company.

R. S., c. 79.

19. The powers granted by this Act shall expire and this Act shall cease to be in force at the end of two years from the passing thereof, unless the Company goes into actual operation within such two years.

Forfeiture for
non-user.



6-7 EDWARD VII.

CHAP. 114.

An Act respecting the Ontario, Hudson's Bay and Western Railways Company.

[Assented to 27th April, 1907.]

WHEREAS the Ontario, Hudson's Bay and Western Railways Company has by its petition prayed that it be enacted as hereinafter set forth and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

1901, c. 78;
1905, c. 138.

1. The construction of the railway of the Ontario, Hudson's Bay and Western Railways Company may be commenced, and fifteen per cent of the amount of its capital stock be expended thereon, within two years after the passing of this Act, and the railway may be completed and put into operation within five years after the passing of this Act; and if the railway is not so commenced and such expenditure is not made, or if the railway is not completed and put into operation, within the said respective periods, the powers for the construction thereof granted by Parliament shall cease and be null and void as respects so much of the railway as then remains uncompleted.

Extension of
time for
construction.

1905, c. 138,
s. 1.

2. Section 1 of chapter 138 of the statutes of 1905 is hereby repealed.

Former limit
of time
repealed.

3. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Ontario, Hudson's Bay and Western Railways Company may enter into agreements with all or any of the companies hereinafter named for any of the purposes specified in the said section 361, such companies being the Algoma Central and Hudson Bay Railway Company, the Manitoulin and North Shore Railway Company, the Canadian

Power for
agreements
with other
companies.

Northern Railway Company, the Grand Trunk Pacific Railway Company, the Pacific and Atlantic Railway Company, and the Canada Central Railway Company.

Capital
stock.

(Ontario)
1890, c. 124;
(Ontario)
1899, c. 101

4. Notwithstanding anything contained in the Acts of the legislature of the province of Ontario relating to the Sault Ste. Marie and Hudson Bay Railway Company or to the Ontario, Hudson's Bay and Western Railways Company, the capital stock of the Company shall be one million dollars, and may be called up by the directors from time to time as they deem necessary, but no one call shall exceed ten per cent on the shares subscribed.

1901, c. 78,
new s. 5.

Annual
meeting.

5. Section 5 of chapter 78 of the statutes of 1901 is hereby repealed and the following is substituted therefor:—

"5. The annual meeting of the shareholders shall be held on the third Wednesday in September."

1901, c. 78,
s. 7 amended.

6. Section 7 of the said chapter 78 is hereby amended by striking out the words "or some other point on James Bay in the province of Ontario," in lines 6 and 7 of the said section.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 115.

An Act respecting the Orford Mountain Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Orford Mountain Railway Company has by Preamble.
its petition prayed that it be enacted as hereinafter set
forth, and it is expedient to grant the prayer of the said petition: Que., 1888,
Therefore His Majesty, by and with the advice and consent of c. 98.
the Senate and House of Commons of Canada, enacts as follows:— Can., 1901,
c. 79;
1902, c. 87.

1. The Orford Mountain Railway Company may, subject to Time for
the provisions of *The Railway Act*, within five years from the construction
passing of this Act, construct the railway authorized by its Act extended.
of incorporation; provided that as to so much thereof as is not
constructed within the said period the powers of the said Com-
pany shall cease and determine.

2. Chapter 87 of the statutes of 1902 is repealed.

1902, c. 87
repealed.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 116.

An Act to incorporate the Ottawa Life Insurance Company.

[Assented to 27th April, 1907.]

WHEREAS a petition has been presented praying that it be Preamble
enacted as hereinafter set forth, and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House of
Commons of Canada, enacts as follows:—

1. John William Lambly, Robert Wynyard Powell, George Incorporation.
Stanistreet MacCarthy, Arthur Bentley Broderick, and Glyn
Osler, all of the city of Ottawa, together with such persons as
become shareholders in the Company, are hereby incorporated
under the name of "The Ottawa Life Insurance Company," Corporate name.
hereinafter called "the Company."

2. The persons named in section 1 of this Act, together Provisional
with such persons, not exceeding eleven, as they associate with directors
them, shall be the provisional directors of the Company, a and their
majority of whom shall be a quorum; and they may forthwith powers.
open stock books, procure subscriptions of stock for the under-
taking, make calls on stock subscribed, and receive payments
thereon, and shall deposit in a chartered bank in Canada all
moneys received by them on account of stock subscribed or
otherwise received by them on account of the Company, and
shall withdraw the same for the purposes only of the Company,
and may do generally what is necessary to organize the Com-
pany.

3. The capital stock of the Company shall be one million Capital.
dollars divided into ten thousand shares of one hundred dollars Shares.
each.

Business powers. **4.** The Company may effect contracts of life insurance with any person or persons, and may grant, sell or purchase annuities and grant endowments contingent upon human life, and, generally, may carry on the business of life insurance in all its branches and forms.

Head office. **5.** The head office of the Company shall be in the city of Ottawa, in the province of Ontario.

Calls. **6.** The shares of the capital stock subscribed for shall be paid by such instalments and at such times and places as the directors appoint; the first instalment shall not exceed twenty-five per cent, and no subsequent instalment shall exceed ten per cent, and not less than thirty days' notice of any call shall be given: Provided that the Company shall not commence the business of insurance until one hundred thousand dollars of the capital stock have been paid in cash into the funds of the Company, and deposited in some chartered bank in Canada, to be appropriated only for the purposes of the Company under this Act: Provided further that the amount so paid in by any shareholder shall not be less than ten per cent of the amount subscribed by such shareholder.

Proviso as to commencing insurance business.

Proviso.

General meeting. **7.** So soon as five hundred thousand dollars of the capital stock of the Company have been subscribed and ten per cent of that amount has been paid into some chartered bank in Canada, the provisional directors shall call a general meeting of the shareholders of the Company at some place to be named, in the city of Ottawa, at which meeting the shareholders present in person or represented by proxy, who have paid not less than ten per cent on the amount of shares subscribed for by them, shall elect eleven directors, hereinafter called "shareholders' directors."

Election of shareholders' directors.

Qualification of shareholders' directors. **8.** No person shall be a shareholders' director unless he holds in his own name and for his own use at least forty shares of the capital stock of the Company, and has paid all calls due thereon and all liabilities incurred by him to the Company.

Officers. **9.** The directors shall elect from among themselves a president, and one or more vice-presidents.

Votes. **10.** At all general meetings of the Company each shareholder present in person or represented by proxy, who has paid all calls due upon his shares in the capital stock of the Company shall have one vote for each share held by him. Every proxy representing a shareholder must be himself a shareholder and entitled to vote.

Proxies.

Policy-holders' directors. **11.** At the third annual meeting of the Company, and thereafter at each annual meeting, there shall be elected by the policy-holders

policy-holders from and among their number eight policy-holders' directors who are not shareholders.

12. Every person whose life is insured under a policy or policies of the Company for one thousand dollars or upwards, whether such person is a shareholder of the Company or not, shall be a member of the Company and be entitled to attend and vote in person or by proxy at all general meetings of the Company, but policy-holders as such shall not be entitled to vote for the election of shareholders' directors. Every proxy representing a policy-holder shall be a policy-holder and entitled to vote.

Qualification
of policy-
holders'
directors

2. Any such policy-holder who is not a shareholder shall be eligible for election as a policy-holders' director.

13. The policy-holders' directors shall meet with the shareholders' directors and shall have a vote upon all business matters.

Powers of
policy-hold-
ers' directors.

14. At all meetings of the directors for the transaction of business, a majority shall be a quorum.

Quorum.

15. After the organization of the Company and commencement of business a general meeting of the Company shall be called at its head office once in each year, and at such meeting a statement of the affairs of the Company shall be submitted.

Annual
general
meeting.

16. Notice of the annual meeting shall be given by publication in two issues of *The Canada Gazette* at least fifteen days prior thereto, also in six consecutive issues of a daily newspaper published at the place where the head office of the Company is located, and such notice shall state that policy-holders may, in accordance with the provisions of this Act, vote for and elect eight policy-holders' directors.

Notice of
annual
general
meeting.

17. The directors may, from time to time, set apart such portion of the net profits as they deem safe and proper for distribution as dividends or bonuses to shareholders and holders of participating policies, ascertaining the part thereof which has been derived from participating policies and distinguishing such part from the profits derived from other sources; and the holders of participating policies shall be entitled to share in that portion of the profit so set apart which has been so distinguished as having been derived from participating policies to the extent of not less than ninety per cent thereof; but no dividend or bonus shall at any time be declared or paid out of estimated profits, and the portion of such profits which remains undivided upon the declaration of a dividend, shall never be less than one-fifth of the dividend declared.

Distribution
of profits.

18. Whenever any holder of a policy, other than a term or natural premium policy, has paid three or more annual premiums thereon.

Failure to pay
premiums.

Rights of
policy-holder.

thereon, and fails to pay any further premium, or desires to surrender the policy, the premiums paid shall not be forfeited, but he shall be entitled to receive a paid-up and commuted policy for such sum as the directors ascertain and determine, or to be paid in cash such sum as the directors fix as the surrender value of the policy, such sum in either case to be ascertained upon principles to be adopted by by-law applicable generally to all such cases as may occur, or the extended insurance for a term proportionate to such cash surrender value.

Entry on
policy.

2. The sum so ascertained and the duration for which insurance may be extended, based upon the assumption that the policy is not subject to any lien by way of loan or otherwise, shall be inserted in the policy and form a part of the contract between the Company and the insured.

If lien on
policy.

3. In the event of the policy being subject to any such lien when default is made in payment of a premium as aforesaid, such lien shall be taken into account in fixing the cash surrender value and the paid-up or commuted policy herein referred to.

Keeping of
policy in
force.

4. Until the policy-holder elects to accept such cash surrender value or such paid-up and commuted policy, such cash surrender value shall be applied by the Company to maintain the policy in force at its full face value until the whole of the surrender value is exhausted.

Application
of R.S., c. 79.

19. Part II. of *The Companies Act*, except sections 125, 141, 165 and 168 thereof, shall apply to the Company in so far as the said Act is not inconsistent with any provisions of this Act or of *The Insurance Act*.

R.S., c. 34.

R.S., c. 34 to
apply.

20. This Act, and the Company, and the exercise of the powers hereby conferred, shall be subject to the provisions of *The Insurance Act*.

OTTAWA: Printed by SAMUEL EDWARD DAWSON, Law Printer to the King's most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 117.

An Act to incorporate the Ottawa Terminals Railway Company.

[Assented to 27th April, 1907.]

WHEREAS a petition has been presented praying that it be Preamble.
enacted as hereinafter set forth, and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House of
Commons of Canada, enacts as follows:—

1. Charles M. Hays, Earl H. Fitzhugh, Frank Scott, Incorpor-
William Wainwright and William H. Biggar, all of the city of ation.
Montreal, together with such persons as become shareholders
in the Company, are hereby incorporated under the name of
“The Ottawa Terminals Railway Company,” hereinafter called Corporate
“the Company.” name.

2. The undertaking of the Company is hereby declared to be Declaration.
a work for the general advantage of Canada.

3. The persons named in section 1 of this Act shall be the Provisional
provisional directors of the Company, and should any provi- directors.
sional director die or resign before the first election of directors,
the vacancy may be filled by the remaining provisional directors.

4. The capital stock of the Company shall be one million Capital stock.
dollars. No one call thereon shall exceed ten per cent on the Calls.
shares subscribed.

5. The head office of the Company shall be in the city of Head office.
Ottawa.

6. The annual meeting of the Company shall be held on the Annual
last Tuesday in September. meeting.

Directors. 7. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid officers of the Company.

Executive committee. 8. The directors may annually appoint from among themselves an executive committee composed of three directors, for such purposes and with such duties as the directors determine by by-law, and the president of the Company shall be *ex officio* a member of such committee.

Powers. 9. The Company may, for the purposes of its undertaking, acquire all lands or interests therein, rights and easements, which the directors consider requisite or desirable; and may construct, provide, maintain and operate at the city of Ottawa a central union-passenger station with such buildings, structures, tracks, sidings, connections, equipment, appliances for the supply of heat, light, water and power, terminal and other facilities, as are suitable or advantageous for the efficient, expeditious and economical handling and interchange of all passenger, express and mail traffic of such railway companies as may desire to use the said station and facilities, or for the convenience and accommodation of all business usually appertaining to a union terminal passenger station; and may, from time to time thereafter, enlarge, improve, renew and increase such passenger station, buildings, structures, tracks, sidings, connections, equipment, appliances and terminal and other facilities, in such manner and to such extent as the business of the Company renders expedient; and, in connection with its undertaking, may erect, manage or control hotels, restaurants, offices, shops, storage and other rooms and conveniences, and lease the same or any portion thereof; and may, subject to the provisions of *The Railway Act*, enter into agreements with any telegraph or telephone company respecting the installation of its apparatus in and about the said station and other buildings, the carrying on of the business of any such company therein, and the payment of such rents, tolls and charges therefor as are from time to time fixed by the Company and approved by the Governor in Council, upon the report of the Board of Railway Commissioners for Canada; and may establish and operate for hire a service for the conveyance and transfer of passengers and baggage by means of omnibuses, cabs, or other road conveyances; and may acquire, hold, guarantee, pledge and dispose of shares in any company having for one of its objects the establishment or operation of such a service.

Lands

Union passenger station.

Enlargement and renewal.

Hotels, etc.

R. S., c. 37.

Telegraph and telephone agreements.

Transfer service.

Shares in other companies.

Power to the Canada Atlantic Railway Company to convey certain lands.

10. The Canada Atlantic Railway Company is hereby empowered to sell, assign, transfer and convey to the Company upon such terms, conditions, and for such considerations as may be agreed upon between the directors of the said companies respectively, so much of any lands in the city of Ottawa owned or leased by that company, or such right, title or inter-

est therein or thereto held or enjoyed by that company, as the directors of the Company deem it expedient or advisable to acquire for the purposes of its undertaking, including all the right, title and interest of the said the Canada Atlantic Railway Company in and to the whole or any portion of certain lands in the said city demised and leased by Her late Majesty Queen Victoria to the Ottawa, Arnprior and Parry Sound Railway Company by certain letters patent under the Great Seal of Canada bearing date respectively the sixth day of June, A.D. 1895, the thirty-first day of July, A.D. 1895, and the second day of March, A.D. 1896, and now held by the Canada Atlantic Railway Company as successors by amalgamation of the said the Ottawa, Arnprior and Parry Sound Railway Company, subject to the rental in said leases reserved, and upon and subject to the provisos, stipulations, terms and conditions therein contained, as varied, waived, amended and modified by a certain agreement entered into between His Majesty King Edward the Seventh, therein represented by the Honourable the Minister of Railways and Canals of Canada, and the Canada Atlantic Railway Company, bearing date the fifteenth day of January, A.D. 1907; provided that any such assignment, transfer or conveyance of the said leased lands, or any portion thereof, shall be subject to all the obligations contained and set forth in the said leases as modified by the said agreement of the fifteenth January, 1907.

11. In addition to the powers conferred upon the Royal Trust Company (the trustee named therein) by the mortgage and deed of trust entered into between the Canada Atlantic Railway Company, the Royal Trust Company and the Grand Trunk Railway Company of Canada, dated the eighteenth day of May, 1905, the said trustee may release and discharge from the said mortgage and deed of trust any lands, or any interest therein, which the Canada Atlantic Railway Company is by this Act empowered to sell, assign, transfer and convey to the Company, for such consideration, upon such terms, and upon such conditions, respecting the application of the proceeds arising from the sale, assignment, transfer or conveyance of the said lands, or of any interest therein, or respecting the application of any securities acquired from the Company as the consideration, or in part consideration, for such sale, assignment, transfer or conveyance, as may be agreed upon, between the Canada Atlantic Railway Company, the Grand Trunk Railway Company of Canada and the said trustee.

Provision for release of a certain mortgage and trust.

12. The Grand Trunk Railway Company of Canada is also hereby empowered to sell, assign, transfer and convey to the Company, upon such terms and conditions and for such considerations as may be agreed upon, so much of any lands in the city of Ottawa owned by, or such right, title or interest therein

Power to Grand Trunk Ry. Co. of Canada to convey certain lands.

or thereto held or enjoyed by the said company, as the directors of the Company deem it expedient or advisable to acquire for the purposes of its undertaking; and any conveyance to the Company of any such lands or any interest therein duly executed by the Grand Trunk Railway Company of Canada shall vest in the Company the right, title, estate and interest of the Grand Trunk Railway Company of Canada in the lands therein set out and described in such conveyance, freed and discharged from all securities, charges and encumbrances, if any, of every kind and nature whatsoever created or made a charge thereon by the Grand Trunk Railway Company of Canada, or to which the same may have become subject by virtue of the provisions of any Act affecting the Grand Trunk Railway Company of Canada passed before the execution of such conveyance.

Agreements
between
certain
companies,

13. The Company and the Canada Atlantic Railway Company and the Grand Trunk Railway Company of Canada are hereby respectively empowered to enter into agreements respecting the use of the whole or any part of the undertaking and property of the Company for such considerations and upon and subject to such terms and conditions as may be agreed upon between the directors of the companies parties to such agreement; and any such agreement shall, upon being approved and sanctioned by the Governor in Council, be effective for the purposes therein set forth and binding upon the parties thereto.

Agreements
with other
companies.

14. The Company may also enter into agreements with any other company in Canada so empowered, respecting the use of the said station and the tracks and sidings necessary to be used as approaches thereto, upon such terms and conditions as may be agreed upon between such company and the Company, or, in case of difference, upon such terms and conditions as may be determined by the Governor in Council.

Issue of
securities.

15. The Company may issue bonds, debentures or other securities to an amount not exceeding in the whole three million dollars, or the equivalent thereof in sterling money of Great Britain, and may secure the same by a mortgage upon the whole or part of the property, assets and revenues of the Company. Any such bonds, debentures or other securities may be issued, in whole or in part, in the denomination of dollars or of pounds sterling, and may be made payable to bearer, both as to principal and interest, in Canada, the United States, or Europe.

Power to
certain other
companies to
hold stock
of, and
guarantee
bonds, etc.,
of this
company.

16. The Canada Atlantic Railway Company and the Grand Trunk Railway Company of Canada are hereby respectively empowered to subscribe for, take and hold shares of the capital stock of the Company from time to time issued; and the said companies, from time to time, jointly or severally, for such

considerations and upon such terms and conditions as the directors of the said companies and of the Company respectively agree upon, may guarantee the payment of the principal and interest of any bonds, debentures or other securities which may from time to time be issued by the Company for the purposes of its undertaking.

17. The Company may, subject to the sanction and approval thereof by the Governor in Council, upon report by the Board of Railway Commissioners for Canada, make all such by-laws, rules and regulations as the directors of the Company deem necessary and proper for the control, management, working and use of the said Central Union Passenger Station and facilities appurtenant thereto, and of any other premises and property of the Company, including the use thereof by the public, and for the regulation of all vehicular traffic upon the said premises and property. By-laws.

18. Except as herein otherwise provided, *The Railway Act* R. S., c. 37. shall apply to the Company and its undertaking.

19. The plans and specifications for the construction of the said Central Union Passenger Station shall be submitted for approval to the Governor in Council on or before the fifteenth day of July, 1907, and the construction of the said passenger station shall be commenced within six months after the said plans and specifications have been approved by the Governor in Council, and shall be completed within two years after the date hereby fixed for the commencement of the said station. Limit of
time for
construction.

20. Nothing in this Act contained shall add to or take from any right of the city of Ottawa. Savings
clause.
City of
Ottawa.

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6-7 EDWARD VII.

CHAP. 118.

An Act to incorporate the Protective Association of Canada.

[Assented to 12th April, 1907.]

WHEREAS the persons hereinafter named have by their Preamble.
petition prayed that it be enacted as hereinafter set forth,
and it is expedient to grant the prayer of the said petition: There-
fore His Majesty, by and with the advice and consent of the
Senate and House of Commons of Canada, enacts as follows:—

1. Nelson Mitchell, Walter Drake Bradford, Daniel Key- Incorporation.
worth Cowley, Edward Eugene Gleason, Orvis Harrison Jackman
and James Turner Farish, all of Granby, in the county of Shef-
ford, in the province of Quebec, together with such persons as
become shareholders in the association, are incorporated under
the name of "The Protective Association of Canada," herein- Corporate
after called "the Association." name.

2. The persons named in section 1 of this Act shall be the Provisional
provisional directors of the Association, and a majority of them directors.
shall form a quorum, and they shall open books for the sub-
scription of stock.

2. So soon as not less than twenty-five thousand dollars of the First general
capital stock has been subscribed, and not less than ten thousand meeting.
dollars of the amount subscribed has been paid into some
chartered bank in Canada, to be applied only for the purposes
of the Association, the provisional directors shall call a meeting
of the shareholders to be held in the said town of Granby,
at which meeting the shareholders present or represented by
proxy, who have paid not less than twenty per cent on the
amount of shares subscribed by them, shall elect a board of
seven directors, a majority of whom shall form a quorum.

3. No shareholder shall be a director unless he holds in his Qualification
own name and for his own use at least ten shares of stock, and of directors.
has paid all calls due thereon and all liability incurred by him
to the Association.

Capital stock. **3.** The capital stock of the Association shall be fifty thousand dollars, divided into shares of one hundred dollars each.

Head office. **4.** The head office of the Association shall be in the town of Granby, in the county of Shefford, in the province of Quebec, but local advisory boards or agencies may be established and maintained elsewhere in such manner as the directors from time to time direct.

Local boards.

Objects of Association. **5.** The object of the Association shall be to carry on a sick benefit and accident insurance business among members of the Masonic Order residing within Canada exclusively, in manner following:—

(a) To pay a death claim not exceeding five hundred dollars in case of death due to accident;

(b) To pay a sick benefit in case of sickness arising from natural causes, according to classification to be made by the by-laws of the Association, but in no case exceeding ten dollars per week, for a period limited to twenty-six weeks, of which the full rate shall be paid for the first fifteen weeks, and the half rate paid for the remaining eleven weeks;

(c) To pay a sick benefit for sickness or disability arising from accident, according to a classification to be made by the by-laws of the Association, but in no case exceeding twenty-five dollars per week, or less than two dollars and fifty cents per week, and limited to a period not exceeding fifty-two weeks, except in cases where the insured (i) is riding as a passenger in any public passenger conveyance propelled by steam, cable, or electricity (motor carriages excepted), and in consequence of the wrecking thereof receives bodily injuries; or, (ii) is a guest in any public hotel, or a spectator in any theatre, or one of the congregation in any church, and, in consequence of the burning thereof, and while attempting to escape therefrom, receives bodily injuries, in both of which cases the Association may pay any sum not exceeding fifty dollars per week, or less than five dollars per week, limited to a period not exceeding fifty-two weeks; provided that, in order to recover such increased indemnity, such injuries leave external marks of fracture or dislocation upon the body of the insured, and alone totally disable him from the date of accident for not less than the next seven days.

Annual meeting.

6. A general meeting of the Association shall be called at its head office once in each year after the organization of the Association and commencement of business, and at such meeting a statement of the affairs of the Association shall be submitted; and special general or extraordinary meetings may at any time be called by any five of the directors, or by requisition of any twenty-five shareholders, specifying in the notice the object of such meeting.

Special general meetings.

Notice of meeting.

2. Notice of each such meeting shall be sufficiently given by printed or written notice to each of the shareholders mailed at

least twenty days before the day for which the meeting is called, and addressed to the addresses of the shareholders respectively given in the books of the Association.

7. The shares shall be paid by such instalments and at such times and places as the directors appoint; the first instalment shall not exceed forty per cent, and no subsequent instalment shall exceed ten per cent, and not less than thirty days' notice of any such call shall be given. Payment of calls.

8. The Association shall not commence the business of insurance until the whole capital stock has been subscribed, and the sum of not less than twenty thousand dollars has actually been paid thereon in cash into the funds of the Association, to be appropriated only for the purposes of the Association under this Act; provided that the amount paid by any shareholder shall not be less than twenty per cent of the amount subscribed by such shareholder. When business may be commenced. Proviso.

9. Notwithstanding anything in Part II. of *The Companies Act*, the said Part, except sections 141 and 165 thereof, shall apply to the Association in so far as the said Part is not inconsistent with any of the provisions of this Act or of *The Insurance Act*. R.S., c. 79.

10. This Act, and the Association, and the exercise of the powers hereby conferred, shall be subject to the provisions of *The Insurance Act*. R.S., c. 34.

OTTAWA: Printed by SAMUEL EDWARD DAWSON, Law Printer to the King's most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 119.

An Act to incorporate the Prudential Financial Society.

[Assented to 22nd March, 1907.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

1. George A. Keiffer, Thomas MacKinnon, Oscar Barrette, Max Gross, and John L. Keiffer, all of the city of Montreal, together with such persons as become shareholders in the company, are incorporated under the name of "The Prudential Financial Society," hereinafter called "the Company."

Incorporation.
Corporate name.

2. The persons named in section 1 of this Act shall be the provisional directors of the Company.

Provisional directors.

3. The capital stock of the Company shall be one hundred thousand dollars, divided into shares of one hundred dollars each.

Capital stock.

2. The directors may, after the whole capital stock has been subscribed and fifty per cent paid thereon in cash, increase the amount of the capital stock from time to time, to an amount not exceeding two hundred and fifty thousand dollars; but the stock shall not be increased until a resolution of the directors authorizing such increase has been first submitted to and confirmed by two-thirds in value of the shareholders present or represented by proxy at a special general meeting of the shareholders duly called for that purpose.

Increase of capital.

4. The head office of the Company shall be in the city of Montreal, in the province of Quebec.

Head office.

Annual
meeting.

5. The first general meeting of the shareholders shall be held at the head office of the Company within twelve months after the passing of this Act, upon a date to be fixed by the provisional directors, and each subsequent annual meeting shall be held in the city of Montreal at such time as is fixed by by-law of the Company.

Directors.

6. The affairs of the Company shall be managed by a board of five directors, three of whom shall constitute a quorum.

Qualifica-
tion.

2. No person shall be a director unless he is the holder of at least twenty shares of the capital stock of the Company, and has paid all calls due thereon, and all liabilities incurred by him to the Company.

Business of
Company.

7. The Company may—

(a) underwrite, buy, pledge, and otherwise deal in bonds, debentures, or obligations of corporations, and Dominion, provincial, British, foreign, or other public securities, with the privileges and rights thereto attached;

(b) borrow money upon the security of mortgages, hypothecs, bonds, or other securities belonging to the Company;

(c) act as agent or attorney for receiving or collecting any principal, debts, debentures, or other securities or evidences of debt or demands of any nature, and in the sale or purchase of any real or personal property, and generally act in all matters in the nature of a general agency;

(d) be the depositary, on such terms as are agreed upon, of any jewellery, plate or other valuable property, and of deeds, wills, debentures, and other evidences of title or indebtedness, and for such purpose may establish and operate safe deposit vaults.

When
business
may be
commenced.

8. The Company shall not commence business until the whole of the capital has been subscribed, and at least fifty per cent has been paid thereon, in cash, into the funds of the Company, to be appropriated only for the purposes of the Company under this Act.

Forfeiture of
charter by
non-user.

9. The powers granted by this Act shall expire, and the Act shall cease to be in force, at the expiration of two years from the passing thereof, unless the Company goes into actual operation within such two years.



6-7 EDWARD VII.

CHAP. 120.

An Act to incorporate the Prudential Life Insurance Company of Canada.

[Assented to 27th April, 1907.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

1. Robert Henry Matson, of the city of Toronto, Joseph Isaac Lavery, of the city of Quebec, Victor Morin, Michael James Morrison and Octave Meunier, all three of the city of Montreal, together with such persons as become shareholders in the Company, are hereby incorporated under the name of "The Prudential Life Insurance Company of Canada," hereinafter called "the Company."

Incorporation.

Corporate name.

2. The persons named in section 1 of this Act, together with such persons, not exceeding seven, as they associate with them, shall be the provisional directors of the Company, a majority of whom shall be a quorum; and they may forthwith open stock books, procure subscriptions of stock for the undertaking, make calls on stock subscribed, and receive payments thereon, and shall deposit in a chartered bank in Canada all moneys received by them on account of stock subscribed or otherwise received by them on account of the Company, and shall withdraw the same for the purposes only of the Company, and may do generally what is necessary to organize the Company.

Provisional directors and their powers.

3. The capital stock of the Company shall be one million dollars divided into ten thousand shares of one hundred dollars each.

Capital. Shares.

4. The Company may effect contracts of life insurance with any person or persons, and may grant, sell or purchase life annuities

Business powers.

No participating policies. ties and grant endowments contingent upon human life, and, generally, may carry on the business of life insurance in all its branches and forms: Provided, however, that no policies entitling the holders thereof to participate in profits shall be issued by the Company.

Head office. 5. The head office of the Company shall be in the city of Montreal, in the province of Quebec.

Local boards. 2. The directors may, from time to time, establish local advisory boards or agencies either in Canada or elsewhere.

Calls. 6. The shares of the capital stock subscribed for shall be paid by such instalments and at such times and places as the directors appoint; the first instalment shall not exceed forty per cent, and no subsequent instalment shall exceed ten per cent, and not less than thirty days' notice of any call shall be given: Provided that the Company shall not commence the business of insurance until three hundred and twenty-five thousand dollars of the capital stock have been subscribed and sixty-five thousand dollars have been thereon paid in cash into the funds of the Company, and deposited in some chartered bank in Canada, to be appropriated only for the purposes of the Company under this Act: Provided further that the amount so paid in by any shareholder shall not be less than ten per cent of the amount subscribed by such shareholder.

Proviso as to commencing insurance business.

Proviso.

General meeting. 7. So soon as two hundred and fifty thousand dollars of the capital stock of the Company have been subscribed and ten per cent of that amount paid into some chartered bank in Canada, the provisional directors shall call a general meeting of the shareholders of the Company at some place to be named, in the city of Montreal, at which meeting the shareholders present in person or represented by proxy, who have paid not less than ten per cent on the amount of shares subscribed for by them, shall elect nine directors, hereinafter called "shareholders' directors."

Election of shareholders' directors.

Qualification of shareholders' directors. 8. No person shall be a shareholders' director unless he holds in his own name and for his own use at least fifty shares of the capital stock of the Company, and has paid all calls due thereon and all liabilities incurred by him to the Company.

Votes. 9. At all general meetings of the Company each shareholder present in person or represented by proxy, who has paid all calls due upon his shares in the capital stock of the Company shall have one vote for each share held by him. Every proxy representing a shareholder must be himself a shareholder and entitled to vote.

Proxies.

Policy-holders' directors. 10. At the second annual meeting of the Company, and thereafter at each annual meeting, there shall be elected by the policy-holders

policy-holders from and among their number six policy-holders' directors who are not shareholders.

11. A policy-holder who is of the age of twenty-one years, whose policies in force amount to five thousand dollars or upwards, and who has paid all premiums then due thereon, shall be eligible for election as a policy-holders' director. Qualification of policy-holders' directors.

12. Every person whose life is insured under a policy or policies of the Company for one thousand dollars or upwards, whether such person is a shareholder of the Company or not, shall be a member of the Company and be entitled to attend and vote in person or by proxy at all general meetings of the Company, but policy-holders as such shall not be entitled to vote for the election of shareholders' directors. Every proxy representing a policy-holder shall be a policy-holder and entitled to vote. Policy-holders' rights to vote, etc.

2. A husband or father holding a policy on his life for the benefit of his wife or children shall be deemed a member of the Company.

13. The policy-holders' directors shall meet with the shareholders' directors and shall have a vote upon all business matters. Powers of policy-holders' directors.

14. The directors shall elect from among themselves a president and one or more vice-presidents. Officers.

15. At all meetings of the directors for the transaction of business, a majority shall be a quorum. Quorum.

16. After the organization of the Company and commencement of business a general meeting of the Company shall be called at its head office once in each year, and at such meeting a statement of the affairs of the Company shall be submitted. Annual general meeting.

17. Notice of the annual meeting shall be given by publication in two issues of *The Canada Gazette* at least fifteen days prior thereto, also in six consecutive issues of a daily newspaper published at the place where the head office of the Company is located, and such notice shall state that policy-holders may, in accordance with the provisions of this Act, vote for and elect six policy-holders' directors. Notice of annual general meeting.

18. The directors may, from time to time, set apart such portion of the net profits as they deem safe and proper for distribution as dividends or bonuses to shareholders. Distribution of profits.

19. Whenever any holder of a policy, other than a term or natural premium policy, has paid three or more annual premiums thereon, and fails to pay any further premium, or desires to surrender the policy, the premiums paid shall not be forfeited, Issue of paid-up policies.

but he shall be entitled to receive a paid-up and commuted policy for such sum as the directors ascertain and determine, or to be paid in cash such sum as the directors fix as the surrender value of the policy, such sums in either case to be ascertained upon principles to be adopted by by-law applicable generally to all such cases as may occur: Provided that if such paid-up and commuted policy or such cash payment is not demanded while such original policy is in force, or within twelve months after default has been made in payment of a premium thereon, the Company shall, without any demand therefor, either issue such paid-up and commuted policy, or pay to, or place to the credit of, the policy-holder such cash surrender value.

Holding
of real
property for
certain
purposes.

20. The Company may acquire, hold and dispose of any real property required in part or wholly for the use and accommodation of the Company; but the annual value of such property held in any province of Canada shall not exceed five thousand dollars, except in the province of Quebec, where it shall not exceed ten thousand dollars.

Application
of R.S., c. 79.

R.S., c. 34.

21. Part II. of *The Companies Act*, except sections 125, 141, 165 and 168 thereof, shall apply to the Company in so far as the said Act is not inconsistent with any provisions of this Act or of *The Insurance Act*: Provided however that the Company may make loans to its shareholders or policy-holders, not being directors, on the securities mentioned in *The Insurance Act*.

R.S., c. 34 to
apply.

22. This Act, and the Company, and the exercise of the powers hereby conferred, shall be subject to the provisions of *The Insurance Act*.

OTTAWA: Printed by SAMUEL EDWARD DAWSON, Law Printer to the King's most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 121.

An Act respecting the Qu'Appelle, Long Lake and Saskatchewan Railroad and Steamboat Company.

[Assented to 22nd March, 1907.]

WHEREAS the Qu'Appelle, Long Lake and Saskatchewan Railroad and Steamboat Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

1. This Act may be cited as *The Qu'Appelle, Long Lake and Saskatchewan Railroad Act, 1906-7*.

Short title.

2. The mortgage set out in the schedule to this Act, and the securities issued or to be issued thereunder, are, subject to the provisions of *The Railway Act*, hereby confirmed and declared to be valid and effectual according to the terms thereof upon the parties thereto.

Mortgage in schedule confirmed.

3. Subject to the provisions of section 361, 362 and 363 of *The Railway Act*, the Qu'Appelle, Long Lake and Saskatchewan Railroad and Steamboat Company, hereinafter called "the Company," may enter into agreements for any of the purposes specified in the said section 361, with the Canadian Northern Railway Company.

Agreements with Canadian Northern Railway Co.

4. It is declared that the Company has had the power to and may at any time or from time to time get in the whole or portions of the bond issues heretofore made by the Company by the issue of bonds, debentures, perpetual or terminable debenture stock or other securities secured by mortgages or other securing instruments, and may apply the same or portions thereof or the proceeds thereof from time to time in the retirement by exchange, purchase or otherwise of out-

Powers as to getting in and reissuing securities.

Proviso.

standing securities of the issues or portions so got in, provided that the holders of the securities to be got in surrender them for exchange: Provided further that until the whole of the outstanding securities of any separate issue so to be got in have been got in the securities of such issue which are actually got in shall be deposited with trustees, and the rights and priorities thereof shall continue for the benefit of the holders of the new securities, but when all outstanding securities of a separate issue have been got in they shall be cancelled and the new securities shall thereupon take their place and possess their rights and priorities, and the rights and priorities of the mortgages or other securing instruments securing the same.

New securities to apply to existing and future property.

5. The new securities, and the mortgages or other instruments securing them, may be made with respect to existing and future railways and properties of the Company; provided always that there shall not be outstanding at any one time a greater total amount of new securities and of securities of the issues or portions to be got in than the total amount which the Company may at the time be authorized by statute to issue with respect to the railways and properties included in the mortgages or other instruments securing the new issues.

Amount limited.

Terms, form and issue of securities.

6. Subject to the provisions of *The Railway Act*, the form, nature and terms of the new securities, and of the mortgages and instruments securing them, and the times, manner and terms of their issues shall be such as the directors determine.

SCHEDULE.

This indenture made the seventeenth day of October, one thousand nine hundred and six, between the Qu'Appelle, Long Lake and Saskatchewan Railroad and Steamboat Company, a Company incorporated by the Parliament of Canada, hereinafter called the Company, of the first part; the British Empire Trust Company, Limited, a corporation registered under the Companies Acts, 1862-1900, of the United Kingdom, and National Trust Company, Limited, a corporation created under the laws of Ontario, Canada, hereinafter called the trustees of the second part, and the Canadian Northern Railway Company, a Company incorporated by and under the authority of Acts of the Parliament of Canada, and hereinafter called the Canadian Northern, of the third part.

Whereas the Company is a Company incorporated by the Parliament of Canada and now owns a line of railway running from Regina to Prince Albert, in the province of Saskatchewan, Canada, and has authority to construct additional lines and may receive authority to construct other lines.

And whereas the Company has issued and there are now outstanding £782,700 six per cent first mortgage bonds, secured

by mortgage, dated 8th August, 1889, made by the Company to Ernest Chaplin and Pascoe St. Leger Grenfell, as trustees.

And whereas the Company being unable to meet the full interest upon said bonds as the same became due issued scrip certificates representing certain unpaid interest entitling the holders thereof to receive out of the surplus earnings of the Company the amounts therein mentioned, which certificates were accepted by the holders in lieu of said interest and there are now outstanding such certificates to the amount of £322,295 1s. 0d.

And whereas the Company may issue further similar certificates to an amount not exceeding £569 14s. 0d. representing interest on certain of said bonds not included in the amount of said outstanding certificates.

And whereas a contract dated the fifth day of August, A. D. 1889, herein referred to as the Transport Contract was made between the Government of the Dominion of Canada of the one part and the Company of the other part, whereby for the considerations therein mentioned the Government agreed to pay to the Company each year for a certain period of years the sum of \$80,000, in half yearly payments.

And whereas the said Transport Contract provided that the Company might assign said half yearly payments by way of security for any bonds or other securities which might be issued by the Company.

And whereas the Company did assign the said Transport Contract payments as security for the bonds above mentioned and such payments have been made from time to time pursuant to such assignment, and there remain to be paid six half yearly payments of \$40,000 each during the unexpired portion of said twenty years.

And whereas the Company being desirous of readjusting its financial position and of getting in the said outstanding bonds and certificates and any additional certificates which may be issued as above mentioned and of providing for expenditures required in connection with its lines and undertakings, has determined to provide for an issue of debenture stock secured by this indenture.

And whereas the payment of the principal and interest of said debenture stock is to be guaranteed by the Canadian Northern.

And whereas under the statutes relating thereto the Company is duly authorized to make and issue the debenture stock to be issued hereunder and to secure the same by this mortgage.

And whereas all necessary and requisite resolutions of the directors and shareholders of the Company have been duly passed so as to make such issue and the execution of these presents legal and valid and in accordance with all the statutes relating to the Company and to all other statutes and laws in that behalf.

And whereas these presents have been duly submitted to and have been duly approved of by the shareholders and directors of the Company at meetings duly called and held to consider the same.

And whereas the foregoing recitals are made as representations and statements of facts by the parties hereto other than the trustees.

Now this Indenture witnesseth as follows:—

1. Wherever in these presents the Company or the Canadian Northern is mentioned or referred to, such mention or reference shall extend to and include the Company and the Canadian Northern respectively and their respective successors and assigns, and wherever the trustees are mentioned or referred to, such mention or reference shall extend to and include the survivor of them, and the successors and assigns of such survivor or any other new trustee or trustees who may be appointed or succeed to the trusts hereof. Persons shall include corporations and the singular number shall include more than one. Unless there is something in the subject and context inconsistent therewith the following expressions shall have the following meanings, viz.:—"Stock" or "debenture stock" means the amount of the Company's indebtedness in respect of stock certificates issued hereunder. "Stockholders" means the several persons for the time being registered as holders of the said stock. "The specifically mortgaged premises" means all the premises hereby made a specific and not a floating security for the payment of the moneys intended to be secured by these presents. "The railway mortgaged premises" means all the specifically mortgaged premises with the exception of the said Transport Contract payments or the equity therein. "The mortgaged premises" includes all the premises hereby mortgaged or charged in any way with the payment of the moneys intended to be secured by these presents.

2. The Company shall on the first day of July, A.D. 1936, or such earlier date as the security hereby constituted shall have become enforceable as hereinafter provided pay to the Trustees the principal amount of the stock for the time being outstanding and will in the meantime pay to the Trustees interest thereon at the rate of four per cent per annum payable half-yearly on the 30th day of June and the 31st day of December in each year the first payment to be made on the 31st of December, 1906, provided that every payment to the stockholders on account of principal or interest on the stock held by them respectively shall be deemed a satisfaction *pro tanto* of the covenant in this clause contained.

3. The stock which is not exchanged for bonds or scrip as herein provided for may be issued to such persons and on such terms and either at par or at a discount or at a premium as the Company shall determine. The stock may be issued either in

sterling money of Great Britain or in lawful money of the Dominion of Canada and for the purposes of these presents and of the stock certificates £1 sterling shall be taken to be equivalent to \$4.86 $\frac{2}{3}$ of lawful money of Canada.

4. The total amount of stock to be issued hereunder shall not exceed £1,050,000 or its equivalent in lawful money of Canada, calculated at par of exchange, viz.—\$4.86 $\frac{2}{3}$ for each £1 sterling.

Provided always that no stock shall at any time be issued in excess of the statutory limitations for the time being existing respecting the amount of bonds, debentures, debenture stock or other securities which the Company may issue.

5. The stock certificates shall be in the form or to the effect set out in the first schedule hereto and shall have endorsed thereon the conditions set out in the said first schedule hereto or to the like effect, and such conditions shall be binding on the Company and the stockholders and all persons claiming through or under them respectively.

6. All stock issued hereunder shall rank *pari passu* and be secured equally and ratably and without discrimination or preference whatever may be the date of issue of the same respectively.

7. No stock certificate shall be issued or if issued shall be obligatory or binding until it has been certified by one of the trustees in the form annexed to the form of stock certificate contained in the first schedule hereto.

8. The Canadian Northern Railway Company hereby guarantees unconditionally the payment of the principal and interest of the Company's indebtedness in respect of stock certificates issued hereunder, as and when the same matures or may mature under the provisions hereof and there shall be appended to or endorsed upon this mortgage and executed by the Canadian Northern the following form of guarantee:—

"The Canadian Northern Railway Company by virtue of the power conferred upon it by an Act of the Parliament of Canada passed in the fourth year of the reign of His Majesty King Edward the Seventh and by virtue of an Order in Council approved by His Excellency the Governor General in Council, dated the day of A.D. 1906, does hereby guarantee unconditionally the payment of the principal and interest of the Qu'Appelle, Long Lake and Saskatchewan Railroad and Steamboat Company's indebtedness in respect of debenture stock certificates issued under the provisions of a trust deed of mortgage dated the day of 1906, made by said Company to British Empire Trust Company, Limited, and National Trust Company, Limited, as

trustees, as and when the same becomes or may become payable under the provisions of the said trust deed.

Dated at Toronto, Canada, day of 1906.

THE CANADIAN NORTHERN RAILWAY COMPANY.

President or Vice-President.

Secretary.

(C. N. R. CO. SEAL.)

9. The Canadian Northern shall be entitled to the benefit of the lien of this Indenture for all moneys which it may pay in pursuance of its said or any additional guarantee of the payment of the principal and interest of stock issued in pursuance of the terms hereof, but it shall not be entitled to any payment out of the trust estate on account of any moneys so paid by it, unless and until the entire principal and interest, with interest on past due instalments of interest, of such stock so guaranteed shall have been first paid in full. The Canadian Northern may for the purposes of this Indenture from time to time waive the default of the Company in respect of the moneys so paid by the Canadian Northern. In any event of default the trustees may from time to time be called upon by the Canadian Northern to exercise and upon being properly indemnified against costs, expenses and liabilities the trustees shall then exercise all the powers and remedies herein provided in the event of default in payment on the part of the Company, or such of them as the Canadian Northern may from time to time specify.

10. The stock shall not be issued except as follows:—

(a) In exchange for the said outstanding bonds at or below the rate of £107 of stock for each £100 of bonds.

(b) In exchange for the said outstanding scrip certificates and any additional similar certificates which may be issued as above mentioned, at or below the rate of £30 of stock for each £100 of scrip certificates.

Provided that until the whole of the said bonds have been received in exchange, the security of the bonds which are actually received in exchange shall, for the protection of the stockholders, be maintained and preserved, and said bonds shall be retained by the trustees and the rights and priorities thereof shall continue for the benefit of the stockholders and may be enforced for such benefit, and when all the said bonds have been received in exchange as aforesaid they shall be cancelled.

Provided further that subject to the provisos below written, stock to the amount of £107 for each £100 of bonds not exchanged, and to the amount of £30 for each £100 of scrip certificates not exchanged shall remain unissued and shall be issued only for the purpose of such exchange and to the extent necessary therefor.

Provided always that upon payment on maturity of any unexchanged bonds the stock reserved therefor may be issued; provided also that stock may be issued to the amount (if any) which may be paid to the holders of any unexchanged scrip certificates, in accordance with the terms of such certificates.

(c) The balance of said £1,050,000 of stock not required for said exchanges or which the Company may be entitled to issue as above provided shall be issued from time to time as the Company may direct.

11. For securing payment of all principal moneys and interest for the time being owing on the security of these presents and of all other moneys intended to be hereby secured the Company hereby grants and conveys to the trustees a specific charge ranking next after the said mortgage securing the said bonds upon and over the railway of the Company between Regina and Prince Albert aforesaid, its tolls and revenues, its stations, shops, buildings, plant and equipment and other appurtenances acquired and to be acquired and all other structures and buildings whatsoever belonging to or acquired by the Company, its successors or assigns for use in the construction, maintenance and operation of and in connection with the said railway or any part thereof, and all incomes, rents, issues, profits and sources of money arising and to arise from the said railway except as hereinafter provided, and also all other privileges, powers, immunities and all other corporate and other franchises now owned, held and enjoyed by the Company or hereafter to be held, owned or conferred upon it, its successors and assigns, in any way connected with or acquired by the said railway and property, and, subject to the assignment of said transport contract, payments as security for the said bonds, the Company also hereby assigns to the trustees as security as aforesaid the said payments yet to be made under said contract, and all the equity of the Company in and to such payments, and hereby directs all persons who are or may be entitled to receive said payments under the said former assignment thereof to pay over to the trustees the whole or such parts of moneys received in respect thereof as may remain after the proper purposes of such former assignment have been served.

12. There is hereby expressly excepted from the charge hereby created and from the operation of these presents all the lands which have heretofore been or may hereafter be granted or agreed to be granted to the Company, its predecessors or successors, by the Government of Canada or any other Government as a land subsidy or bonus in aid of the construction of lines of railway, and save as aforesaid all present and future subsidies and bonuses in money or otherwise from the Government of Canada or any other government or municipality, and also all moneys and proceeds arising and to arise from any sale, pledge, mortgage or other disposition of any of such presents and future subsidies and bonuses in land and money.

There are also reserved and excepted from the charge hereby created and from the operations of these presents any line or lines of railway, other than the line of railway from Regina to Prince Albert aforementioned, hereafter constructed or acquired by the Company, and the station grounds and other real estate and interests therein, buildings and other structures and improvements, rolling stock and equipment, plant, machinery, tools, supplies, materials and other personal properties, present and future, acquired for the purposes of the line or lines or properties by this proviso excepted, or in connection with the operation, maintenance or repair of such line or lines or properties, or any of them, and the tolls, incomes and revenues of the Company, arising and to arise from them or any of them, and the rights, privileges, franchises and powers of the Company, now or hereafter held, in respect of such lines or properties or any of them.

13. It is also hereby declared that the last day of any term of years, reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Company, and whether falling within a general or specific description of property hereunder, is hereby excepted out of the charge hereby created, and does not and shall not form any portion of the mortgaged properties, and it is further hereby declared and agreed that after any lease or sale made under the powers herein contained of any leasehold interest forming part of the mortgaged premises, the company shall stand possessed of the premises sold for the last day of the term granted by the lease thereof or agreement therefor in trust for the purchaser or purchasers, their executors, administrators and assigns, to be assigned and disposed of as he or they may direct.

14. The trustees shall permit the Company to hold, manage and enjoy the mortgaged premises and to carry on its business thereon and therewith until the happening of some or one of the events upon which the security hereby constituted becomes enforceable, and upon the happening of any such event the trustees may (but subject to the provisions hereinafter contained as to notice when such provisions are applicable) in their discretion, and shall upon the request in writing of the holder or holders of one-fifth part in value of the stock for the time being outstanding, or upon the request of the stockholders by a resolution passed in accordance with the provisions contained in the second schedule hereto (but in any case without any further consent on the part of the Company), and with or without taking possession of the mortgaged premises or any of them, proceed to sell by one sale or successively through several sales, and generally to realize, dispose of, collect and get in the mortgaged premises or such portion thereof as the trustees may deem necessary on such terms as to credits, partial credits and security for payment and otherwise as the trustees may think proper. In the case of a sale of the railway mort-

gaged premises or any part thereof, such sale shall in the first place be by public auction, and notice of the time and place of such sale or sales shall be publicly given by advertisement appearing once a week for at least four consecutive weeks in some newspaper of good circulation published in the cities of London in England, Toronto and Winnipeg in Canada, and other places in the discretion of the trustees, and no further notice or demand whatsoever to or upon the Company prior to such sale or sales shall be necessary, and the trustees are authorized to adjourn such sale or sales from time to time in their discretion, giving what they shall deem reasonable notice of the time and place of adjournment. In the case of a sale of any of the mortgaged premises other than the railway mortgaged premises, or in the case of a sale of the railway mortgaged premises or any part thereof of which the public advertised sale hereinbefore required shall have proved abortive, the sale shall be either by public auction with or without advertisement as to the trustees shall seem fit, or the same may, without any notice to the Company, be sold by private sale or tender or in such other way as the trustees in their absolute discretion think best. The trustees are hereby further authorized and empowered either in their own name or in the name of the Company, to make, execute, acknowledge and deliver to the purchaser or purchasers of any of the mortgaged premises, good and sufficient deeds of assignment, transfer or conveyance of the subject-matter of the sale, and any sale made as aforesaid shall be a perpetual bar both in law and equity against the Company, and all other persons claiming by, through or under it from claiming the subject-matter of the sale or any interest therein. And for the purposes of effecting such assignment, transfer or conveyance the trustees are hereby constituted irrevocably the attorneys of the Company. As affecting the title to the subject-matter purchased at any such sale the statements set forth in any affidavit or statutory declaration made by any director, president or manager of the trustees, or either of them, relating to default, the time and manner of giving notice of any default, or to the time and manner of giving notice of such sale, or as to the absence of any need to give notice of such sale shall not be open to contradiction or dispute by any party or parties but shall conclusively be deemed to be true. The trustees or any one or more of the stockholders or any person in their behalf, may become purchasers at any sale of the mortgaged premises, whether made under the power of sale hereinbefore contained or pursuant to judicial proceedings, and the receipt of the trustee shall be a sufficient discharge to the purchaser or purchasers for his or their purchase money. Provided however that the trustees shall not be called upon or bound to take any proceedings to realize until they shall have been fully and satisfactorily indemnified against all costs and damages which may be incurred by reason of such proceedings.

The trustees acting under these presents may, if they shall elect, enforce the powers of sale hereby conferred on the trustees by judicial proceedings in a court or courts of competent jurisdiction, and the trustees shall be entitled to have the mortgaged premises sold by judicial sale under the decree or order of such court or courts.

15. The security hereby constituted shall become enforceable in each and every of the events following:—

(a) If the Company make default for a period of three calendar months in the payment of some interest secured by the stock.

(b) If default shall be made in the payment of the principal of the said stock or any part thereof when and as the same shall become due and payable pursuant to provisions contained herein or in such stock certificates or by any declaration or otherwise.

(c) If an order shall be made or an effective resolution passed for the winding up or liquidation of the business of the Company.

(d) If the holder of or the trustees of the mortgages securing the bonds forming a charge on any part of the mortgaged premises in priority to this mortgage take proceedings for the appointment of a receiver and such receiver be appointed, or in case such trustee sell or advertise a sale of the premises included in their mortgage or any part thereof.

(e) If the Company shall at any time commit any breach of any covenant condition or provision herein contained and on its part to be observed and performed, and shall not within three months after written notice specifying such default and requiring the Company to remedy the same shall have been given to the Company by the trustees, comply with the covenant condition or provision not observed or performed if then capable of being complied with, or otherwise make good the breach to the satisfaction of the trustees.

And if at any time after the happening of any of the events aforesaid the trustees shall, by notice in writing under their common seals, declare that the security has become enforceable, or a resolution of the stockholders to the like effect shall be duly passed in accordance with the provisions contained in the second schedule, or the Canadian Northern or the holders of one-fifth in value of the stock for the time being outstanding shall have requested the trustees in writing to exercise the power or trust for sale hereinbefore conferred upon them.

16. Before making any entry upon or any sale calling in, collection or conversion of the mortgaged premises or any of them under the power or trust in that behalf hereinbefore declared or conferred, (herein referred to as the primary trust for conversion) the trustees shall, except in the case of the security hereby constituted having become enforceable for any of the reasons contained in subclauses (b) (c) and (d) of the last preceding

preceding clause hereof, give a written notice of their intention to the Company and shall not execute the primary trust for conversion if in the case of such trust arising by reason of any default in payment of any interest, the Company shall prove to the trustees the payment of the interest so in arrear within seven days next after such notice shall have been given to them, or if in the case of such trust having arisen by reason of any such breach of covenant, condition or provision as aforesaid, the Company shall forthwith, upon such notice as aforesaid being given, fully perform or comply with the covenant, condition or provision so broken or not complied with, if capable of then being performed or complied with or make good the breach thereof or non-compliance therewith to the satisfaction of the trustees.

17. The trustees may at any time before the security hereby constituted becomes enforceable, upon the application and at the expense of the Company (but only if and so far as in their opinion the interest of the stockholders or of the Canadian Northern shall not be prejudiced thereby) do or concur in doing all or any of the things following, that is to say:—

(1.) May sell, call in, collect and convert all or any of the specifically mortgaged premises on such terms as to them may seem expedient with full power to make any such sale for a lump sum or for a sum payable by instalments, or for a sum on account and a mortgage or security for the balance or for a rent charge.

(2.) May let or lease any part of the specifically mortgaged premises on such terms as may seem expedient whether for a rent fixed, fluctuating or contingent and with or without premium.

(3.) May exchange any part or parts of the specifically mortgaged premises for any other property suitable for the purposes of the Company, and upon such terms as may seem expedient and either with or without payment or reception of money for equality of exchange or otherwise, and upon the maturity of the securities forming part of the mortgaged premises hereto, may renew the same or exchange them for other securities issued by the same companies respectively.

(4.) May set out, appropriate, grant or dedicate land forming part of the mortgaged premises for the purpose of roads, ways, canals, watercourses, gardens, places of amusement and other purposes, public or private, which may seem expedient.

(5.) May assent to the modification of any contracts or arrangements which may be subsisting in respect to any of the mortgaged premises and in particular the terms of any leases or covenants.

(6.) May exercise or permit the Company, or any nominees of the Company, or the trustees, to exercise any powers or rights incident to the ownership of any of the specifically mortgaged premises.

(7.) May permit the Company or any agent of the Company to receive any of the specifically mortgaged premises on an undertaking to deal with the same in a specified manner.

(8.)

(8.) May repay to the Company (by way of recoupment to the general assets) any sums which the Company may, from time to time, out of the general assets, have expended upon any purpose specified in paragraph 13 of this clause.

(9.) May release in favour of the Company or its nominees any part of the mortgaged premises upon such terms as the trustees shall think fit, and in particular any of the locomotives, rolling stock, passenger, baggage, freight and other cars, machinery, tools and implements and generally personal property of every description included in the specifically mortgaged premises, which, in the opinion of the directors of the Company, it may be desirable to have released from the charge hereby created, and may allow the Company to dispose of or deal with the same in such manner as it shall deem expedient, and to apply any moneys arising therefrom in the general business of the Company in such a manner as the directors shall think fit, and a certificate under the hands of any two of the directors of the Company that such a release and disposal of the mortgaged premises or any part of them, as aforesaid, is desirable, shall be a complete and conclusive discharge to the trustees from any liability for acting under the provisions of this present clause.

(10.) May release any of the specifically mortgaged premises which in the opinion of the trustees are unprofitable or a source of loss or danger to the Company.

(11.) May settle, adjust, refer to arbitration, compromise and arrange all accounts, reckonings, controversies, questions, claims and demands whatsoever in relation to any of the mortgaged premises.

(12.) May enter into, make, execute, sign and do all such contracts, conveyances, assurances, instruments and things and bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to any of the mortgaged premises as may seem expedient.

(13.) May apply any net capital moneys arising from any sale, lease or other dealing with the specifically mortgaged premises under this clause in developing, improving, protecting or preserving any of the specifically mortgaged premises or in erecting or constructing any buildings or works or other improvements or in preventing or in endeavouring to prevent loss or apprehended loss thereof or detriment to any of the specifically mortgaged premises.

(14.) Generally may act in relation to the specifically mortgaged premises in such manner and on such terms as they may deem expedient in the interest of the stockholders.

(15.) May by supplementary agreement or otherwise make any changes in additions to or omissions from these presents and the schedules hereto which may be required by the London Stock Exchange.

18. All net capital moneys arising under the last preceding clause hereof and all assets acquired pursuant to that clause

shall (save and except so far as otherwise hereinbefore provided) become part of the specifically mortgaged premises and shall be vested in the trustees accordingly in such manner as they shall approve.

19. Subject as aforesaid the trustees shall invest the net capital moneys referred to in the last preceding clause hereof upon some or one of the investments hereinafter authorized with power, from time to time at their discretion, to vary such investments and with power from time to time at their discretion to resort to any such last-mentioned investments for any of the purposes for which such proceeds are under the last preceding clauses hereof authorized to be expended.

20. At any time after the security hereby constituted shall have become enforceable, it shall be lawful for, but not obligatory upon the trustees, to enter upon and take possession of the mortgaged premises (making the entry upon any portion thereof in the name of the whole) and to operate and manage the business of the Company and to collect all the revenues, issues and profits thereof and for that purpose (as and when they shall think fit) to do each and every of the following things:

(a) Make and effect all repairs and insurances and do all other acts which the Company might do in the ordinary conduct of its business as well for the protection as for the improvement of the mortgaged premises.

(b) Appoint attorneys, agents, servants, workmen and others for the aforesaid purposes upon such terms as to remuneration or otherwise as the trustees may think proper.

(c) Let all or any part of the mortgaged premises for such terms and at such rent as the trustees may think proper.

(d) Exercise and do without the concurrence or request of the Company with reference to any of the mortgaged premises all or any of the powers, discretions and things which they are hereinbefore authorized to exercise or do with such concurrence or at such request with regard to the specifically mortgaged premises or the mortgaged premises.

And all revenues, issues and profits or other moneys received or collected by the trustees under this present clause after payment thereof of all charges and expenses incurred by the trustees, their agents or attorneys shall be held by the trustees upon the trusts hereinafter declared concerning the moneys to arise under primary trust for conversion. Neither the trustees or their agents or attorneys shall by reason of their entering into possession of the mortgaged premises or any part thereof be liable to account as mortgagees in possession or for anything except their actual receipts, nor shall they be liable for any loss on realization or for any default or omission for which a mortgagee in possession might be liable other than their own wilful default.

21. The Company hereby covenants to execute, sign and do all such further and separate mortgages and charges of the

mortgaged premises or any of them and all such other deeds, documents and things as shall be reasonably required for giving the trustees a valid mortgage or charge over the railway mortgaged premises of the nature hereinbefore provided for, and for fully carrying into effect the objects of this indenture.

22. The Company hereby covenants with the trustees that it will at all times during the continuance of this security:—

(a) Carry on and conduct its business in a proper and efficient manner.

(b) Keep proper books of account.

(c) Give to the trustees or any such person as aforesaid any reasonable information which they or he may require relating to the affairs of the Company.

(d) Keep all railways and buildings forming part of the specifically mortgaged premises and all plant, machinery, work, fixtures, fittings, implements, utensils and other effects thereon and therein in a good state of repair and in good working order and condition and permit the trustees at all reasonable times to enter upon the specifically mortgaged premises and view the state of the same.

(e) Insure and keep insured the buildings, plant, machinery, rolling stock and chattels forming part of the mortgaged premises, to an amount which will reasonably protect the same against loss or damage by fire in one or more insurance offices, to be approved by the trustees, and duly pay all premiums or other sums payable for that purpose, and produce to the trustees when and if required every such policy or insurance and the receipt for the last premium payable thereunder. All moneys received under any such policy shall be applied to the satisfaction of the trustees in restoring the mortgaged premises, if so required by the trustees. Neglect on the part of the Company to so insure and keep insured shall entail no liability on the part of the trustees and shall cast no duty on the trustees to insure or keep insured.

23. It is declared and agreed that the trustees are not to be held liable for any failure or defect of title to or encumbrance upon the mortgaged premises, or for the statements of facts or recitals in this mortgage or in the said stock certificates contained, or to verify the same, but all such statements and recitals are deemed to have been made by the Company only.

24. And it is further provided that the trustees shall only be accountable for reasonable diligence in the management of the trusts hereof and that the trustees shall be entitled to take legal advice and employ such assistance as may be necessary to the proper discharge of their duties and to pay proper and reasonable compensation for all such legal advice or assistance as aforesaid, which compensation the Company agrees to pay.

25. By way of supplement to the provisions of any Act respecting trustees, it is expressly declared as follows (that is to say):—

(1) That the trustees may, in relation to these presents, act on the opinion or advice of any lawyer, valuer, surveyor, broker, auctioneer or other expert, whether obtained by the trustees or any of them, by the Company or otherwise, and shall not be responsible for any loss occasioned by so acting.

(2) That any such advice or opinion may be sent or obtained by letter, telegram or cablegram, and that the trustees shall not be liable for acting on any advice or information purporting to be conveyed by any such letter, telegram or cablegram, although the same shall contain some error or shall not be authentic.

(3) That the trustees shall be at liberty to accept a certificate signed by the president or vice-president of the Company, or any two directors of the Company, as to the length of the Company's line for the time being, open and operated as sufficient evidence of the facts therein certified and shall also be at liberty to accept a similar certificate to the effect that any particular dealing or transaction or step or thing is in the opinion of the persons so certifying expedient as sufficient evidence that it is expedient, and the trustees shall be in no wise bound to call for further evidence or be responsible for any loss that may be occasioned by acting thereon.

(4) That the trustees shall not be responsible for the consequences of any mistake or oversight or error of judgment or forgetfulness or want of prudence on the part of the trustees or any attorney, banker, receiver, solicitor, agent or other person appointed by them hereunder, and no trustee hereof shall be responsible for the acts, neglects, mistakes, errors or defaults of any co-trustee.

(5) That the trustees shall not be responsible for any misconduct on the part of any attorney, banker, receiver, solicitor, agent or other person appointed by them or any of them, hereunder or bound to supervise the proceedings of any such appointee.

(6) That the trustees shall not be bound to give notice to any person or persons of the execution hereof or in any way to interfere with the conduct of the Company's business, unless and until the security hereby constituted shall have become enforceable and the trustees shall have determined to enforce the same.

(7) That the trustees shall, as regards all the trusts, powers, authorities and discretions hereby vested in them, have absolute and uncontrolled discretion as to the exercise thereof, whether in relation to the manner or as to the mode of and time for the exercise thereof, and in the absence of fraud they shall be in no wise responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.

(8) That the trustees are to be at liberty to place all certificates, debentures, deeds and other documents certifying, representing

senting or constituting the title to any of the mortgaged premises and to any other assets for the time being in their hands in any safe or receptacle selected by the trustees, or with any banker or banking company or solicitor or any firm or persons, whether at home or abroad, or, if the trustees think fit, with the manager or responsible officer of the company in the country where such mortgaged premises or documents or other assets may, for the time being, be situate, and the trustees shall not be responsible for any loss incurred in connection with any such deposit. And the trustees may pay all sums required to be paid on account or in respect of such deposit.

The provisions of this clause shall apply not only to the trustees but to any receivers or attorneys appointed by the trustees under the provisions hereof, save so far as otherwise provided by such appointment.

26. It shall not be the duty of the trustees and nothing herein contained shall in any wise cast any obligation upon the trustees to see to the application by the company of any stock or its proceeds, delivered to the Company in accordance with the terms of this Indenture, or to see to the registration or filing or renewal of this or any other deed or writing, by way of mortgage or bill of sale upon the mortgaged premises, or any part thereof, or upon any other property of the Company, or to procure further, other or additional instruments of further assurance, or to do any other act for the continuance of the lien hereof, or for giving notice of such lien or for extending or supplementing the same, or to keep themselves informed or advised as to the payment by the Company of any taxes, or assessments, or premiums of insurance, or other payments which the Company should make, or to require such payments to be made; it being hereby agreed and declared that, as to all the matters and things in this clause referred to, the duty and responsibility shall rest upon the Company and not upon the trustees, and the failure of the Company to discharge such duty and responsibility shall not in any way render the trustees liable or cast upon them any duty or responsibility for breach of which they would be liable.

27. After the security hereby constituted has become enforceable, the Company shall from time to time and at all times, execute and do all such assurances and things as the trustees may reasonably require for facilitating the realization of the mortgaged premises and for exercising all the powers, authorities and discretions hereby conferred on the trustees and in particular the Company,—

(a) shall execute all transfers, conveyances, assignments and assurances of the mortgaged premises whether to the trustees or to their nominees,

(b) shall give all notices and orders and directions which the trustees may think expedient.

For the purposes of this clause a certificate in writing signed by the trustees for the time being, to the effect that any partic-

ular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact.

28. The Company hereby irrevocably appoint the trustees to be the attorneys or attorney of the Company, and in the name and on behalf of the Company to execute and do any assurances and things which the Company ought to execute and do under the covenants herein contained, and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred on the trustees or their agents or attorneys.

29. No purchaser, mortgagee or other person or Company dealing with the trustees or their agents or attorneys shall be concerned to inquire whether the security hereby constituted has become enforceable, or whether the power which the trustees or their agents or attorneys are purporting to exercise has become exercisable, or whether any money remains due upon the security of these presents or of the stock, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made or otherwise as to the propriety or regularity of any sale or conversion, or to see to the application of any money paid to the trustees or their agents or attorneys, and in the absence of fraud on the part of such purchaser, mortgagee or other person or Company, such dealing shall be deemed so far as regards the safety and protection of such purchaser, mortgagee or other person or Company to be within the powers hereby conferred and to be valid and effectual accordingly.

30. All moneys to arise under the primary trust for conversion and all moneys received under any of the powers hereby conferred upon the trustees after making such entry as aforesaid, and all investments or moneys held by the trustees, when the primary trust for conversion becomes enforceable shall be held by the trustees (subject to the repayment of any advances having priority to the stock) upon trust to apply the same for the following purposes and in the following order of priority:

(a) In payment of all costs, charges and expenses incurred and payments and disbursements made by the trustees or their agents or attorneys in the exercise or carrying out of any of the powers or trusts hereinbefore contained, including therein solicitors' and counsels' fees and the costs of surveys, valuations, appraisements in connection with the specifically mortgaged premises or otherwise, and the fees and charges to which the Government may be entitled in connection therewith and reasonable compensation or salaries to such attorneys, agents, clerks, assistants or persons as may render services to the trustees in carrying out or exercising any of the trusts or powers hereinbefore contained, and all other expenses which may have been incurred by the trustees in connection with the trusts hereof, and also of all remuneration payable to the trustees hereunder, with interest on all such costs, charges, expenses and payments, as hereinafter mentioned.

(b) In payment of the interest owing upon the stock *pari passu*.

(c) In payment of the principal money owing on the stock *pari passu*, and the surplus if any, shall be paid to the Company.

31. If the amount of the moneys at any time apportionable under the last preceding clause hereof shall be less than ten per cent on the principal amount of the stock, the trustees may, at their discretion, invest such money and the investments, with the resulting income thereof, may be accumulated until the accumulations, together with any other funds for the time being under the control of the trustees and applicable for that purpose, shall amount to a sum sufficient to pay ten per cent upon the principal amount of the stock, and then such accumulations and funds shall be applied in manner aforesaid.

32. The trustees shall give not less than seven days' notice to the stockholders in the manner in which notices may be served by the Company on the stockholders respectively, as hereinafter or in the stock certificates provided of the days fixed for any payment to the holders of the stock under the provisions hereinbefore contained, and after the day so fixed the holders of the stock which shall be outstanding, shall be entitled to interest on the balance only if any of the principal moneys due on such stock, after deducting the amount (if any) payable in respect thereof on the day so fixed.

33. The receipt of the holder of any stock for the principal moneys and interest thereby secured or any part thereof shall be a good discharge to the trustees.

34. Upon any payment under the provisions herein contained on account of the principal moneys and interest secured by the stock, the certificates of the stock in respect of which such payment shall be made, shall be produced to the trustees who shall cause a memorandum of the amount and date of payment to be endorsed thereon, but the trustees may, in any particular case, dispense with the production and endorsement of such memorandum on the stock certificates upon such indemnity being given as they shall think fit.

35. Any moneys which, under the trusts herein contained, ought to be invested, may be invested in the names or name of the trustees, in any of the investments now authorized by the laws of England, or of any of the provinces of Canada, for the investment by trustees of trust moneys or in any other investments, whether similar to the aforesaid or not, which may be approved by the trustees and by a majority of the board of the Company, or may be placed on deposit in the names or name of the trustees at such bank or banks as they may think fit, and any such investments may from time to time be varied for others of a like nature.

36. The Company shall comply with the stock certificates and perform the several conditions endorsed thereon. The stock certificates may be signed by the president or vice-president and the secretary, or by one director and the secretary,

or by the local secretary and the registrar in London of the Company.

37. The Company will at all times keep in London, England, an office and shall there keep an accurate register to the satisfaction and under the control of the trustees, showing the amount of stock for the time being issued and the date of issue, and all subsequent transfers or changes of ownership thereof, and the names and addresses and description of the stockholders, and the persons deriving title under them, and shall provide a competent local secretary and registrar at the said office, who shall take charge of the said register and transfer book and perform such duties with respect thereto as the Company shall from time to time prescribe. The trustees and the holders of the stock, or any of them, and any person or persons authorized in writing by any of such persons, shall be at liberty at all reasonable times to inspect the said register and to take copies of and extracts from the same or any parts thereof.

38. The trustees shall be entitled to reasonable remuneration and compensation for all services rendered by them in the exercise of the trusts hereby created, and such compensation, as well as the reasonable compensation of their counsel and all such persons as they may employ in the administration or management of the trust, and all other reasonable expenses necessarily incurred or actually disbursed hereunder the Company agrees to pay, and the trustees shall have a lien therefor on the mortgaged premises prior to the lien of this Indenture. The trustees and each of them may enter into any agreements with the Company relating to the payment of any remuneration for services rendered or to be rendered to the Company.

39. All costs, charges and expenses incurred and payments made by the trustees or their agents, attorneys or servants in the lawful exercise of the powers hereby conferred, including all such remuneration, salary or fees as shall be paid to any counsel, attorney, agent or other persons, shall be payable by the Company on demand and shall carry interest at five per cent per annum from the date of the same being incurred, and all such costs, charges and expenses and payments, and all interest thereon, and all remuneration payable to the trustees hereunder shall be an additional charge on the mortgaged premises, and shall be satisfied before any payment is made thereout to the shareholders or bondholders.

40. The trustees shall not be bound to take any step to enforce the performance of any of the covenants on the part of the Company in these presents contained unless when requested to do so in writing by the holder or holders of one-fifth part in value of the total amount of the stock, or by the Canadian Northern, or by an extraordinary resolution of the stockholders, passed in accordance with the provisions contained in the second schedule hereto, and then only if they shall be indemnified to their satisfaction against all actions, proceedings, claims and demands to which they may render themselves liable, and

all costs, charges, damages and expenses which they may incur by so doing.

41. The trustees may, except as herein otherwise provided from time to time, and at any time waive on such terms and conditions as to them shall seem expedient any breach by the Company of any of the covenants in these presents contained without prejudice to the rights of the trustees in case of any subsequent like breach.

42. The trustees may, whenever they think it expedient in the interests of the stockholders, delegate to any person or persons all or any of the trusts, powers and discretions vested in them by these presents, and any such delegation may be made upon such terms and conditions and subject to such regulations, (including power to sub-delegate,) as the trustees may, (in the interests of the stockholders,) think fit, and the trustees shall not be in anywise responsible for any loss incurred by any misconduct or default on the part of any such delegate or sub-delegate.

43. Any trustee hereof shall have power to retire from the trusts hereof by one month's notice in writing under his hand, or if such a trustee is a corporation, under the common seal of such corporation. The power of appointing new trustees hereof shall be vested in the Company, but a trustee so appointed must, in the first place, be approved of by a resolution of the stockholders, passed in the manner specified in the second schedule hereto. A corporation or Company may be appointed trustee.

44. The provisions contained in the second schedule hereto shall have effect in the same manner as if such provisions were herein set forth.

45. Any notice required to be served on or given to the stockholders may be served upon or given to them by advertising the same twice at least in each of the following newspapers, namely, *The Times* newspaper in London, England, and a daily newspaper or newspapers published in Toronto and Winnipeg, in Canada, and in New York, in the United States of America, and any notice so given shall be deemed to have been given on the day on which the last of such advertisements appears.

46. The powers hereby conferred upon the trustees shall be in addition to any powers which may from time to time be vested in them by the general law or as holders of any of the stock.

47. Nothing contained in these presents, or in any stock hereby secured, shall prevent any consolidation, amalgamation or merger of the Company with any other corporation, or any conveyance, transfer or lease of all or part of the mortgaged premises to any corporation lawfully entitled to acquire the same, provided, however, that such consolidation, amalgamation, merger, sale or lease shall be upon such terms as to preserve and not to impair the lien and security of these presents.

48. The trustees hereby accept the trusts of this indenture, and agree to carry out and discharge the same unless and until

discharged therefrom by resignation or in some other lawful way.

49. The trustees, or either of them, may, notwithstanding their position as trustees, become purchasers from the Company or otherwise of stock issued hereunder, or may make advances to the Company or others upon the security of such stock, and shall not be accountable as trustees hereunder by reason thereof.

In witness whereof this indenture has been duly executed by the parties.

In the presence of { THE QU'APPELLE, LONG LAKE AND SASKAT-
Dalton Macbeth. CHEWAN RAILROAD AND STEAMBOAT
COMPANY.

Gerard G. Ruel,
Vice-President.

[SEAL.]

R. P. Ormsby,
Secretary.

THE BRITISH EMPIRE TRUST COMPANY,
LIMITED.

Z. A. Lash,
Attorney.

NATIONAL TRUST COMPANY, LIMITED.

Z. A. Lash,
Vice-President.

[SEAL.]

W. E. Rundle,
Secretary.

THE CANADIAN NORTHERN RAILWAY COM-
PANY.

D. D. Mann,
Vice-President.

[SEAL.]

W. H. Moore,
Secretary.

THE FIRST SCHEDULE ABOVE REFERRED TO.

THE QU'APPELLE, LONG LAKE AND SASKATCHEWAN
RAILROAD AND STEAMBOAT COMPANY.

(Incorporated by the Parliament of Canada.)

Authorized capital, \$2,000,000.

Issue of guaranteed four per cent thirty years' mortgage debenture stock, limited to £1,050,000, made pursuant to the statutes of the Parliament of Canada, relating to the Company and to resolutions of the shareholders and of the board, dated the 17th day of October, 1906.

No. STOCK CERTIFICATE. £

This is to certify that
of , is the holder of £ sterling of
the above-named stock. The holders of the stock are entitled to the benefit of and subject to the provisions contained in a trust deed, dated the 17th day of October, 1906, and made between the Qu'Appelle, Long Lake and Saskatchewan Railroad and Steamboat Company of the one part and the British Empire Trust Company, Limited, of London, England, and the National Trust Company, Limited, of Toronto, Canada, of the other part. The stock is also issued subject to the conditions endorsed hereon, interest is payable on the stock half yearly on the 30th day of June and the 31st day of December in every year. The payment of the principal and interest of said debenture stock is guaranteed unconditionally by the Canadian Northern Railway Company.

This certificate is not binding unless countersigned by one of the trustees.

Dated the day of

Local Secretary.

Registrar.

Countersigned by
THE BRITISH EMPIRE TRUST COMPANY, LIMITED.

Director.

Manager.

Countersigned by
THE NATIONAL TRUST COMPANY, LIMITED.

Secretary.

N.B.—This certificate must be surrendered before any transfer of the whole or any part of the stock comprised in it can be registered, and no fraction of £1 can be transferred.

The conditions within referred to—

1. The stock is repayable on the first day of July, A.D. 1936, or on such earlier day as the security constituted by the within-mentioned trust deed becomes enforceable.

2. The Company will recognize the holder of any stock as the absolute owner thereof, and shall not be bound to take notice or see to the execution of any trust, whether express, implied or constructive, to which any stock may be subject, and the receipt of such person for the interest from time to time accruing due in respect thereof shall be a good discharge to the Company, notwithstanding any notice it may have, whether express or otherwise, of the right, title, interest or claim of any other person to or in such stock or moneys.

3. The stock is transferable in sums of £1 sterling or in multiples of £1 sterling by instrument in writing in the usual common form.

4. Every instrument of transfer must be signed both by the transferor and the transferee, in person or under power of attorney, duly executed and attested to the satisfaction of the Company, and the transferor shall be deemed to remain owner of the stock to be transferred until the name of the transferee is entered in the register in respect thereof.

5. Every instrument of transfer must be left at the office of the Company in London, England, for registration, accompanied by the certificate of the stock to be transferred and such other evidence as the directors or other officers of the Company authorized to deal with transfers may require to prove the title of the transferor or his right to transfer the stock.

6. All instruments of transfer which shall be registered will be retained by the Company.

7. A fee not exceeding 2s. 6d. will be charged for the registration of each transfer, and for registration of probates, proofs of death in joint holdings, marriage settlements, powers of attorney and other documents.

8. No transfer will be registered during the twenty-one days immediately preceding the days on which any payment is payable on the stock.

9. The executors and administrators of a deceased holder of registered stock (not being one of the several joint holders) and in case of the decease of one or more of several joint holders, the survivor or survivors of such joint holders shall be the only person recognized by the Company as having any title to such stock.

10. All amounts due and payable by the Company upon or in respect of the stock will be paid by cheque sent through the post to the registered address of the holder or in the case of joint holders, to the registered address of that one of the joint

holders

holders who is first named on the register, or to such person and to such address as the holder or joint holders may in writing direct upon a special form to be supplied by the Company. Every such cheque shall be made payable to the order of the person to whom it is sent. All cheques so sent through the post shall be at the risk of the stockholders to whom they are sent, and the Company shall not be liable for any loss or misapplication of the same after they are put into the post office, and payment of the cheque, when purporting to be endorsed by the stockholder to whom it is payable, to any person shall discharge the Company from all liability in respect of indebtedness of the Company for which such cheque was issued, whether the signature of the stockholder is or is not authentic.

11. If several persons are entered in the register as joint holders of any stock, then, without prejudice to the last preceding clause, the receipt of any such person for any payment from time to time payable in respect of such stock shall be as effective a discharge to the Company as if the person signing the same receipt were the sole registered holder of such stock.

12. Any notice may be given to the holders of the stock by sending the same through the post in a prepaid letter addressed to such holders at their addresses as they appear in the register of stockholders, and every notice sent by post shall be deemed to have been given on the day when the letter containing the same was put into the post. Any such notice may also be given by advertising the same twice in each of the following newspapers, namely, *The Times* newspaper in London, England, and a daily paper or papers published in Toronto, Canada, and in New York, in the United States, and any notice so given shall be deemed to have been given on the day on which the last of such advertisements appears.

The foregoing is the first schedule to the annexed mortgage or deed of trust.

Witness: Dalton Macbeth.	<p>THE QU'APPELLE, LONG LAKE AND SASKATCHEWAN RAILROAD AND STEAMBOAT COMPANY. Gerard G. Ruel, Vice-President. R. P. Ormsby, Secretary.</p> <p>BRITISH EMPIRE TRUST COMPANY, LIMITED. Z. A. Lash, Attorney.</p> <p>NATIONAL TRUST COMPANY, LIMITED. Z. A. Lash, Vice-President. W. E. Rundle, Secretary.</p> <p>THE CANADIAN NORTHERN RAILWAY COMPANY. D. D. Mann, Vice-President. W. H. Moore, Secretary.</p>
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THE SECOND SCHEDULE ABOVE REFERRED TO.

1. The trustees of the Company may respectively and the trustees shall, at the request in writing of persons holding not less than one-tenth of the nominal amount of the stock at the time outstanding, at any time convene a meeting of the stockholders. Such meeting shall be held at such place in London, England, or Toronto, Canada, as the trustees shall determine.

2. Seven clear days' previous notice at the least of any meeting specifying the place, day and hour of meeting and the general nature of the business to be transacted shall be given to the stockholders by advertising the same twice at least in each of the following newspapers, namely, *The Times* newspaper in London, England, and a daily newspaper or newspapers published in Toronto, Canada, and in New York, in the United States of America, and such notice shall be deemed to have been given on the last day on which any such advertisement

appears in any of the said newspapers. It shall not be necessary to specify in any such notice the terms of the resolutions to be proposed. A copy of such notice shall also be sent by post to the trustees (unless the meeting shall be convened by them) at least fourteen clear days before the day appointed for holding the meeting.

3. At any such meeting persons holding or representing by proxy one-twentieth of the nominal amount of the stock for the time being outstanding, shall form a quorum for the transaction of business. If within half an hour from the time appointed for any meeting of the stockholders a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present, the stockholders present shall form a quorum. No business shall be transacted at any meeting unless the requisite quorum be present at the commencement of the business.

4. Some persons nominated in writing by the trustees shall be entitled to take the chair at every such meeting, and if no such person is nominated, or if at any meeting the person nominated shall not be present within fifteen minutes after the time appointed for holding the meeting, the stockholders present shall choose one of their number to be chairman.

5. Every question submitted to a meeting of the stockholders shall be decided in the first instance by a show of hands, and in case of an equality of votes the chairman shall both on a show of hands and at the poll have a casting vote in addition to the vote or votes, if any, to which he may be entitled as a stockholder.

6. At any such meeting of stockholders unless a poll is demanded in writing by one or more of the stockholders holding or representing by proxy one-twentieth of the nominal amount of the stock for the time being outstanding, a declaration by the chairman that a resolution has been carried, or carried by any particular majority, or lost, shall be conclusive of the fact.

7. If at any meeting a poll is demanded as aforesaid, it shall be taken in such a manner, and either at once or after an adjournment, as the chairman directs, and the result of each poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

8. The chairman may, with the consent of any such meeting, adjourn the same from time to time.

9. No poll shall be demanded on the election of a chairman or on any question of adjournment.

10. At any such meeting each stockholder shall be entitled upon a poll to one vote in respect of every principal sum of £100 sterling, or \$486.66 $\frac{2}{3}$ of lawful money of Canada, secured by the stock registered in his name in the books of the Company, and no person other than the registered holders of the stock shall be entitled to vote or shall be recognized as the legal holders of the stock.

11. Holders of stock may vote either personally or by proxy.

12. The instrument appointing a proxy shall be in writing under the hand of the appointor, or if such appointor is a corporation, under the common seal or under the hand of some officer duly authorized in that behalf, such instrument may be in the form following:—

THE QU'APPELLE, LONG LAKE AND SASKATCHEWAN RAILROAD
AND STEAMBOAT COMPANY.

I, _____ of _____
in the county of _____, being a holder of
guaranteed four per cent thirty years mortgage debenture stock
of the above Company, hereby appoint _____ as
my proxy to vote for me and on my behalf at the meeting of
the guaranteed four per cent thirty years mortgage debenture
stockholders of the said Company, to be held on the day of _____
, and at any adjournment thereof.

[Signed]

.....

13. No person (or corporation) other than the trustees shall be appointed as a proxy who is not a stockholder or a duly appointed representative of a corporation which is a stockholder.

14. The instrument appointing a proxy shall be deposited at such place as the trustees may, in the notice convening the meeting, direct, or in case there is no such place appointed, then at the head office of the company in Toronto, Canada, or at the office of the company for the time being in London, England, according as the meeting is convened to be held in Toronto or London respectively, not less than forty-eight hours before the time for holding the meeting at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, and no proxy shall be used at any adjourned meeting which could not have been used at the original meeting.

15. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the proxy, or transfer of the stock in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer shall have been received at the office of the Company in Toronto, Canada, or London, England, aforesaid, as the case may be, before the meeting.

16. Where there are joint registered holders of any stock, any one of such persons may vote at any such meeting either personally or by proxy in respect of such stock, as if he were
281 solely

solely entitled thereto, but if more than one of such joint holders be present at any meeting personally or by proxy, that one of such persons so present, whose name stands first on the register in respect of such stock, shall alone be entitled to vote in respect thereof.

17. A general meeting of the stockholders shall, in addition to all other powers, have the following powers exercisable only by extraordinary resolution approved by the Canadian North-eastern,—

(a) Power to sanction any scheme for the reconstruction of the Company or for the amalgamation of the Company with any other Company.

(b) Power to authorize the trustees to accept in satisfaction or part satisfaction for the sale or transfer of all or any part of the mortgaged premises, any shares, whether preference, ordinary, deferred or founders' shares, debentures, mortgage debentures, debenture stock or any other security of any company formed or to be formed.

(c) Power to sanction the exchange of the stock for and the conversion of the stock into shares, debentures, mortgage debentures, debenture stock or any other securities of the Company or any other company formed or to be formed.

(d) Power to sanction the release of the Company and of the whole or any part of the mortgaged premises from the whole or any part of the principal and interest owing upon the stock.

(e) Power to distribute in specie any shares or securities received under the subsections (b) and (c) hereof.

(f) Power to sanction any modification or compromise of the rights of the stockholders against the Company or against its property, whether such rights shall arise under the trust deed or stock certificates or otherwise.

(g) Power to assent to any modification of the provisions contained in the trust deed which shall be proposed by the Company, and to authorize the trustees to concur in and execute any deed supplemental to the trust deed embodying such modifications.

(h) Power to authorize the trustees or any of their agents or attorneys where they shall have entered into possession of the mortgaged premises to give up possession of the premises of the Company, whether unconditionally or upon any conditions.

(i) Power to declare that the security constituted by the trust deed has not become enforceable, notwithstanding the happening of any of the events upon which such security becomes enforceable under the provisions of the trust deed.

(j) Power to authorize the Company to charge or mortgage the property charged by the trust deed, or any part of such property, in priority to the principal money and interest secured by the stock.

(k) Power to authorize the application for any purpose whatever of the net proceeds to arise from any sale or conversion

made by the trustees upon the application of the Company, and before the security constituted by the said trust deed shall have become enforceable.

(l) Power to restrain any stockholder from taking or instituting any proceedings or suit against the Company to foreclose the security created by or enforce the trusts of the trust deed, or otherwise, howsoever, in connection with the stock held by him, and to direct such stockholder to waive any default or defaults by the Company, on which any such proceedings or suit is founded.

(m) Power to require the trustees to enforce any of the covenants on the part of the Company contained in the trust deed.

(n) Power to require the trustees to do or refrain from doing any act or thing which the trustees are bound to do upon the request in writing of one-half or any less number of the stockholders.

18. An extraordinary resolution passed at a general meeting of the stockholders duly convened and held in accordance with these presents shall be binding upon all the stockholders whether present or not present at such meeting, and each of the stockholders and the trustees shall, subject to the provisions for indemnity in the trust deed contained, be bound to give effect thereto accordingly.

19. The expression "extraordinary resolution," when used in this schedule, means a resolution passed at a meeting of the stockholders duly convened and held in accordance with the provisions herein contained, at which the holders of a majority in value of the stock for the time being outstanding are present in person or by proxy, by a majority consisting of not less than three-fourths of the persons voting thereat, upon a show of hands, or, if a poll is duly demanded, by a majority of not less than three-fourths of the votes given on such poll.

20. Minutes of all resolutions and proceedings at every such meeting, as aforesaid, shall be made and duly entered in books, to be from time to time provided for that purpose by the trustees, at the expense of the Company, and any such minutes, as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings had, shall be conclusive evidence of all matters therein contained, and until the contrary is proved, every such meeting in respect of the proceedings, of which minutes have been made, shall be deemed to have been duly held and convened, and all resolutions passed thereat or proceedings had, to have been duly passed and had.

The foregoing is the second schedule to the annexed mortgage or deed of trust.

Witness: Dalton Macbeth.	<p>THE QU'APPELLE, LONG LAKE AND SASKATCHEWAN RAILROAD AND STEAMBOAT COMPANY. Gerard G. Ruel, Vice-President. R. P. Ormsby, Secretary.</p> <p>THE BRITISH EMPIRE TRUST COMPANY, LIMITED. Z. A. Lash, Attorney.</p> <p>NATIONAL TRUST COMPANY, LIMITED. Z. A. Lash, Vice-President. W. E. Rundle, Secretary.</p> <p>THE CANADIAN NORTHERN RAILWAY COMPANY. D. D. Mann, Vice-President. W. H. Moore, Secretary.</p>
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OTTAWA: Printed by SAMUEL EDWARD DAWSON, Law Printer to the King's most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 122.

An Act respecting the Quebec Oriental Railway Company.

[Assented to 27th April, 1907.]

WHEREAS the Quebec Oriental Railway Company has by Preamble.
its petition represented that it was incorporated by chap-
ter 82 of the statutes of 1903, of Quebec, which Act was amended Que., 1903, c.
by chapter 53 of the statutes of 1905, and has prayed that it be 82;
enacted as hereinafter set forth, and it is expedient to grant the 1905, c. 53.
prayer of the said petition: Therefore His Majesty, by and
with the advice and consent of the Senate and House of Commons
of Canada, enacts as follows:—

1. In this Act the expression “the Company” means the Declaratory
body corporate and politic heretofore created by the Act men- as to railway
tioned in the preamble under the name of “The Quebec Oriental works.
Railway Company,” and the railway works which the Company
has been empowered to undertake and operate are declared to
be a work for the general advantage of Canada.

2. *The Railway Act* shall hereafter apply to the Company Railway Act
and to the said works to the exclusion of any provisions of the to apply.
said Act of incorporation inconsistent therewith, and in lieu
of any of the provisions of any general Railway Act of the
province of Quebec; but nothing herein shall affect or invali-
date any action heretofore legally taken by the Company
pursuant to the powers in its said Act of incorporation con-
tained.

3. The head office of the Company shall be in the city of Head office.
Montreal.

4. In lieu of the line of railway described in section 7 of Line of
chapter 82 of the statutes of 1903 of Quebec, the Company may railway
described.
lay

lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point on the Intercolonial Railway at or near Rivière du Loup, in the county of Temiscouata, to a point on the Intercolonial Railway at or near Matapedia, in the county of Bonaventure, passing in a northeasterly direction through the counties of Temiscouata and Rimouski, and through the northern part of New Brunswick and through the county of Bonaventure, in the parishes of St. François d'Assise and St. Alexis de Matapedia, in the said county of Bonaventure, reaching St. Laurent de Matapedia along the banks of the Matapedia River.

Time
extended.

5. The Company may commence the construction of its railway and expend fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not completed and put in operation, within the said periods respectively, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

Payment
of claims
against
certain
railway
companies.

6. Should the Company acquire the lines of the Atlantic and Lake Superior and the Baie des Chaleurs Railway, by purchase, lease, transfer, judicial sale or otherwise, it shall be held liable for claims on those roads for labour, board, material, right of way, and damages, including undischarged and prescribed claims, to an amount not exceeding in the aggregate fifty thousand dollars,—the said amount, if insufficient to pay all such claims, to be distributed ratably in accordance with a report of a commissioner to be appointed by the Governor in Council for the purpose of determining the validity and amount of such claims.

As to certain
municipal
bonuses.

7. Nothing in this Act shall be deemed to require the payment to the Baie des Chaleurs Railway Company or the Atlantic and Lake Superior Railway Company, or their or either of their successors, purchasers or assigns, of any bonus or subsidy heretofore authorized by any municipality to be paid to either of the said companies, and every such bonus and subsidy which has not heretofore lapsed shall be deemed to have lapsed upon the passing of this Act.

Purchase of
certain rail-
way and
rights.

8. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the railway from Matapedia to a point between New Carlisle and Paspébiac, known as the Baie des Chaleurs section of the Atlantic and Lake Superior Railway Company and such other rights, privileges and assets of the Atlantic

and Lake Superior Railway Company and of the Baie des Chaleurs Railway Company as are or may be charged on mortgage in favour of the trustees of the bondholders of both the said railway companies, may at any time after the passing of this Act, be purchased by the Company and may be sold by the said trustees to the Company upon such terms and conditions as may be agreed upon between the Company and the said trustees.

2. Such agreement may stipulate that the purchase price be payable in bonds, debentures, or debenture stock of the Company, and such bonds, debentures or debenture stock may be secured on the railway thus acquired.

9. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Company may enter into agreements with all or any of the companies hereinafter named for any of the purposes specified in the said section 361, such companies being the Grand Trunk Pacific Railway Company, the Temiscouata Railway Company, and the Atlantic, Quebec and Western Railway Company, and with the Government of Canada with respect to the Intercolonial Railway.

Agreements
with other
companies.

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6-7 EDWARD VII.

CHAP. 123.

An Act to incorporate the Quinze and Blanche River Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS a petition has been presented praying that it Preamble.
be enacted as hereinafter set forth, and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House
of Commons of Canada, enacts as follows:—

1. E. H. Bronson, F. P. Bronson, Walter Bronson, Levi Incorporation.
Crannell, and H. W. Cole, all of the city of Ottawa, in the
county of Carleton, in the province of Ontario, together with
such persons as become shareholders in the company, are incor-
porated under the name of "The Quinze and Blanche River Corporate
Railway Company," hereinafter called "the Company." name.

2. The undertaking of the Company is declared to be a work Declaratory.
for the general advantage of Canada.

3. The persons named in section 1 of this Act are constituted Provisional
provisional directors of the Company. directors.

4. The capital stock of the Company shall be five hundred Capital
thousand dollars. No one call thereon shall exceed ten per cent stock.
on the shares subscribed.

5. The head office of the Company shall be in the city of Head office.
Ottawa, in the province of Ontario.

6. The annual meeting of the shareholders shall be held on Annual
the first Wednesday in September. meeting.

7. The number of directors shall be not less than five nor Number of
more than nine, one or more of whom may be paid directors. directors.

Line of
railway
described.

8. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from a point in the township of Dymond on the Timiskaming and Northern Ontario Railway, in the province of Ontario, to the mouth of the Des Quinze river (part of the Ottawa river) in the province of Quebec, thence to Des Quinze lake, in the province of Quebec.

Issue of
securities.

9. The securities issued by the Company shall not exceed twenty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Agreements
with other
companies.

10. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Company may enter into agreements with the Canadian Pacific Railway Company and the Timiskaming and Northern Ontario Railway Commission for any of the purposes specified in the said section 361.

Powers of
Company.

Vessels.

11. The Company may, for the purposes of its undertaking, build, purchase, hire or otherwise acquire, charter, own, control and operate steam and other vessels for the purposes of the Company; and may enter into agreements with owners of such vessels for any of such purposes.

Lands, water-
powers, etc.

Electricity.

12. In addition to the lands which the Company may, under *The Railway Act*, expropriate for railway purposes, the Company may also, for the purposes of its undertaking, acquire by purchase, utilize and develop lands, water-powers, rights, easements and privileges in the vicinity of its railway, and construct, maintain and operate dams, reservoirs, buildings, and works, including transmission lines, for the generation, transmission and distribution of electricity for light, heat, power or any other purpose in connection with its railway, vessels and other properties and works, and for the purpose of supplying water for the use of its railway, vessels and other properties and works; and may supply, sell, or otherwise dispose of any surplus water, electric or other power or electricity so developed or generated and not required for the purposes of the Company.

Telegraphs
and
telephones.

13. The Company may, subject to the provisions of *The Railway Act*, construct and operate telegraph and telephone lines upon and along its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages, may, subject to the said Act, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own line to, any such companies.

Approval
of tolls.

2. No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs

or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, who may also revise such tolls and charges from time to time.

3. *The Telegraphs Act* shall apply to the telegraphic business R.S., c. 126. of the Company.

14. Nothing in this Act shall authorize the Company to construct or operate any telegraph or telephone lines, or any lines for the purpose of distributing electricity for lighting, heating or power purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway or public place, and upon terms to be agreed upon with such municipality.

15. The Company and its undertaking shall be subject to such provisions of any general Act now or hereafter passed by the legislatures of the provinces of Ontario or Quebec as provide, in the interest of public health or safety, for the control and regulation of the transmission, distribution or supply of electricity in any form.

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6-7 EDWARD VII.

CHAP. 124.

An Act to incorporate the Residential Fire Insurance Company.

[Assented to 22nd March, 1907.]

WHEREAS the persons hereinafter named have, by their Preamble.
petition, prayed that it be enacted as hereinafter set forth,
and it is expedient to grant the prayer of the said petition:
Therefore His Majesty, by and with the advice and consent of
the Senate and House of Commons of Canada, enacts as follows:

1. James M. Sinclair, Cecil H. Thompson, H. C. Hocken, Incorpor-
W. J. Keens and A. H. Jeffrey, all of the city of Toronto, in the ation.
province of Ontario, together with such persons as become
shareholders in the company, are incorporated under the name
of "The Residential Fire Insurance Company," hereinafter Corporate
called "the Company." name.

2. The persons named in section 1 of this Act, together with Provisional
such persons, not exceeding six, as they associate with them, directors.
shall be the provisional directors of the Company, the majority
of whom shall be a quorum, and they may forthwith open stock
books, procure subscriptions of stock for the undertaking, make Powers.
calls on stock subscribed and receive payments thereon; and
they shall deposit in a chartered bank in Canada all moneys
received by them on account of stock subscribed or otherwise
received by them on account of the Company, and shall with-
draw the said moneys for the purposes of the Company only;
and they may do generally what is necessary to organize the
Company.

3. The capital stock of the Company shall be one million Capital stock.
dollars, divided into shares of one hundred dollars each.

2. The shares of the capital stock subscribed for shall be paid Calls.
by such instalments and at such times and places as the directors

appoint; the first instalment shall not exceed twenty-five per cent, and no subsequent instalment shall exceed ten per cent, and not less than thirty days' notice of any call shall be given.

When business may be commenced.

Proviso.

Proviso.

4. The Company shall not commence the business of insurance until one hundred thousand dollars of the capital stock have been paid in cash into the funds of the Company, to be appropriated only for the purposes of the Company under this Act: Provided that the amount so paid in by any shareholder shall not be less than ten per cent of the amount subscribed by him; and provided further that in each succeeding year, for five years after the commencement of business, an additional sum of fifteen hundred dollars shall be paid in cash upon the capital stock of the Company.

Head office.

Agencies.

5. The head office of the Company shall be in the city of Toronto, in the province of Ontario.

2. The directors may, from time to time, establish local advisory boards or agencies, either in Canada or elsewhere, in such manner as the directors from time to time appoint.

First general meeting.

Election of directors.

Qualification.

6. So soon as two hundred and fifty thousand dollars of the capital stock of the Company have been subscribed, and ten per cent of that amount has been paid into some chartered bank in Canada, the provisional directors shall call a general meeting of the shareholders of the Company at some place to be named in the city of Toronto.

2. At such meeting the shareholders present or represented by proxy, who have paid not less than ten per cent on the amount of shares subscribed for by them, shall elect a board of not less than seven nor more than twenty-five directors, of whom the majority shall be a quorum.

3. No person shall be a director unless he holds in his own name and for his own use at least twenty-five shares of the capital stock of the Company and has paid all calls due thereon and all liabilities incurred by him to the Company.

Annual meeting.

Special general meetings.

Notice of meetings.

7. A general meeting of the Company shall be called once in each year after the organization of the Company and the commencement of business, at its head office, and at such meeting a statement of the affairs of the Company shall be submitted.

2. Special general meetings may at any time be called by any five of the directors or by requisition of any twenty-five shareholders, specifying in the notice the object of such meeting.

3. Notice of each such meeting shall be sufficiently given by printed or written notice to each of the shareholders mailed at least twenty days before the day for which the meeting is called, and addressed to the addresses of the shareholders respectively given in the books of the Company.

8. The Company may carry on the business of fire insurance and may cause itself to be insured against any risk undertaken by it, and may reinsure any other person against any risk undertaken by him. Business of Company.

9. The Company may acquire and dispose of any real property required in part or wholly for the use and accommodation of the Company; but the annual value of such property held in any province of Canada shall not exceed five thousand dollars, except in the province of Ontario, where it shall not exceed ten thousand dollars. Real property.

10. This Act, and the Company hereby incorporated, and the exercise of the powers hereby conferred, shall be subject to the provisions of *The Insurance Act*. R. S., c. 34.

11. The second part of *The Companies Act*, except sections 141 and 165 thereof, shall apply to the Company in so far as it is not inconsistent with any of the provisions of *The Insurance Act* or of this Act. R. S., c. 79 to apply.

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6-7 EDWARD VII.

CHAP. 125.

An Act to incorporate the Rock Life Assurance Company of Canada.

[Assented to 27th April, 1907.]

WHEREAS the persons hereinafter named have by their Preamble.
petition prayed that it be enacted as hereinafter set forth,
and it is expedient to grant the prayer of the said petition:
Therefore His Majesty, by and with the advice and consent of
the Senate and House of Commons of Canada, enacts as fol-
lows:—

1. A. Leslie Foster, of the city of Ottawa, physician; Hugh Incorpor-
Stewart Conn, of the city of Ottawa, merchant; William Parker, ation.
of the city of Ottawa, dyer; George Ussher Stiff, of the city of
Toronto, accountant; and James P. Hynes, of the city of
Toronto, architect, together with such persons as become
members of the company, are hereby incorporated under the
name of "The Rock Life Assurance Company of Canada," here- Corporate
inafter called "the Company." name.

2. The Company may effect contracts of life insurance with Powers.
any person or persons, and may grant, sell or purchase life
annuities and grant endowments contingent upon human life,
and generally may carry on the business of life insurance in all
its branches and forms.

3. The Company may create a guarantee fund of two hundred Guarantee
and fifty thousand dollars, divided into shares of one hundred fund.
dollars each, which shares shall be transferable only on the
books of the Company by the holder or by his agent whose
appointment in writing shall be filed with the Company.

4. The persons mentioned in section 1 of this Act, together Provisional
with such other persons not exceeding six as they may appoint, directors.
shall be the provisional directors of the Company, a majority Quorum.
of

of whom shall be a quorum for the transaction of business, and they may forthwith take such steps as are necessary to organize the Company.

First meeting. 5. So soon as the whole guarantee fund has been subscribed and one hundred thousand dollars thereof have been paid in cash into some chartered bank in Canada, to be withdrawn only for the purposes of the Company under this Act, and applications for assurances to the amount of not less than two hundred thousand dollars have been made to and accepted by the provisional directors, they shall call a meeting of the guarantors at some place to be named in the city of Toronto, at which meeting, and at each annual meeting thereafter, the guarantors present or represented by proxy and who have paid not less than twenty per cent of the amount of their subscription to such guarantee fund, shall elect twelve directors, hereinafter called guarantors' directors.

Guarantors' directors.

Qualification. 2. No person shall be a guarantors' director unless he holds in his own name and for his own use, at least fifty shares of the guarantee fund and has paid all calls due thereon and all liabilities incurred by him to the Company.

Policy-holders' directors.

6. In addition to the guarantors' directors, there shall be elected by the participating policy-holders at the second annual meeting after the commencement of business and at each subsequent annual meeting eight directors, hereinafter called policy-holders' directors.

Qualification. 2. A participating policy-holder who is not a guarantor and who is of the age of twenty-one years, whose policies in force amount to five thousand dollars or upwards, exclusive of bonus additions or profits, and who has paid all premiums due thereon, shall be eligible for election as a policy-holders' director.

Quorum of directors.

7. At all meetings of the directors a majority shall be a quorum for the transaction of business.

Annual general meeting.

8. A general meeting of the Company shall be held once in each year after the organization of the Company and the commencement of business, at its head office, not later than the third Wednesday in February, and at such meeting a statement of the affairs of the Company shall be submitted.

Notice.

2. Notice of such annual meeting shall be given by publication in two issues of *The Canada Gazette*, at least fifteen days prior thereto, and also in six consecutive issues of a daily newspaper published at the place where the head office of the Company is situate, and such notice shall intimate that participating policy-holders may, in accordance with the provisions of this Act, vote for and elect eight directors.

Head office and local boards.

9. The head office of the Company shall be in the city of Toronto, Ontario; local advisory boards or agencies may be established

established within Canada, but not elsewhere, except with the approval of a majority of the members present or represented at the annual meeting, or at a special general meeting called for that purpose.

10. Every holder of a share or shares in the guarantee fund shall be a member of the Company. Members of the Company.

2. Every person whose life is insured under a participating policy or policies of the Company for one thousand dollars or upwards, and who has paid all premiums due thereon, whether such person is a guarantor or not, shall be a member of the Company and be entitled to attend and vote in person or by proxy at all general meetings of the Company, but policy-holders as such shall not be entitled to vote for guarantors' directors.

3. No member as such shall be liable for any act, default or liability of the Company beyond the premium payable on his policy or beyond the amount unpaid on his shares in the guarantee fund and the premium, if any, on said shares. Liability of members.

11. Every proxy representing a guarantor shall be a guarantor and entitled to vote. Proxies.

2. Every proxy representing a policy-holder shall be a participating policy-holder and entitled to vote.

3. The authority in writing to such proxy must, unless the directors otherwise order, be filed with the secretary at least seven days previous to its being used. No person employed by the Company as an agent to solicit life insurance, shall act as proxy, nor shall he himself, or by another, ask for, receive, procure or obtain any proxy.

12. Every person whose life is insured under a participating policy or policies of the Company for one thousand dollars or upwards, and who has paid all premiums due thereon as aforesaid, shall be entitled to one vote, either in person or by proxy, and every guarantor shall be entitled to one vote, either in person or by proxy, for every share he holds in the guarantee fund; but no guarantor shall, by virtue of the number of shares held by him, in any case be entitled to more than fifty votes. Votes.

13. The guarantee fund shall be liable for the payment of losses, and may be used for the purposes of the Company in such manner and to such extent as the directors may by by-law determine. Guarantee fund, liability and use.

2. The guarantee fund, or part thereof, may be redeemed by the Company, out of the reserve fund surplus or other funds properly available for that purpose, at such times and upon such terms as have first been decided by a two-thirds majority of the members present at a special general meeting called for that purpose and as have then been approved by the Superintendent of Insurance; but the redemption price shall not be less Redemption of guarantee fund. Redemption price.

than the paid up subscription price, including premium, if any, of such guarantee fund with interest thereon at the rate of not less than seven per cent and not more than eight per cent per annum compounded annually from the date of payment of such subscription, after crediting interest paid by the Company from time to time on said guarantee fund.

Interest payable.

3. Until redemption the directors may, when earned by the Company, pay to the holders of shares in the guarantee fund interest upon the amount paid up, including premium, if any, but not more than the minimum amount of interest which would be payable if the shares were being redeemed under subsection two of this section.

After redemption how profits distributed.

4. After the redemption of the guarantee fund the whole divisible profits of the Company shall belong exclusively to participating policy-holders, and shall be distributed amongst them at such times and in such manner as the directors determine.

Election of directors.

5. At the next annual meeting of the Company after such redemption the participating policy-holders who are members of the Company shall elect a full board of twenty directors.

Directors and officers not to borrow money or receive commissions

14. A director or officer of the Company shall not become a borrower of its funds, nor shall he receive commission on assurances effected in the Company, either on his own life or on the life or lives of any other person, nor shall he be personally interested, financially or otherwise, in any agency contract made with the Company, nor shall he receive any commission or compensation for procuring or facilitating loans from or to the Company or for the purchase or sale of securities.

Redemption fund.

15. If the guarantee fund has been subscribed at a premium the directors may, from time to time, transfer to a redemption fund, such sums out of the accumulated surpluses of the Company as they may determine, until the whole amount of the original premium on the guarantee fund has been set apart.

Establishment of special sections or classes.

16. The Company may establish special sections or classes of policy-holders, and may allot profits to policy-holders, in respect of participating policies held by the policy-holders in any such sections or classes, according to a rate or scale different from those in respect of participating policies held by policy-holders in other sections or classes, regard being had always to the rates of premiums paid in respect of such policies, to the mortality experienced in the respective sections or classes, and to such other circumstances as the directors may deem material.

Division of net profits.

17. The directors may from time to time set apart such portion of the net profits as they deem safe and proper for distribution among participating policy-holders, regard being had to

the provisions of the last preceding section, ascertaining the part thereof which has been derived from participating policies and distinguishing such part from the profits derived from other sources, and the holders of such policies shall be entitled to share in that portion of the profits which has been so distinguished as having been derived from such participating policies to the extent of not less than ninety per cent thereof; but no dividend shall at any time be declared or paid out of estimated profits and the portion of such profits which remains undivided upon the declaration of a dividend shall never be less than one-fifth of the dividend declared.

18. Whenever any holder of a policy, other than a term or natural premium policy, has paid three or more annual premiums thereon, and fails to pay any further premium, or desires to surrender the policy, the premiums paid shall not be forfeited, but he shall be entitled to receive a paid-up and commuted policy for such sum as the directors ascertain and determine, or to be paid in cash such sum as the directors fix as the surrender value of the policy, such sum in either case to be ascertained upon principles to be adopted by by-law applicable generally to all such cases as may occur; provided that if such paid-up and commuted policy is in force, or within twelve months after default has been made in payment of a premium thereon, the Company shall, without any demand therefor, either issue such paid-up and commuted policy, or pay to, or place to the credit of, the policy-holder such cash surrender value.

Compulsory
issue of
paid-up
policies.

19. For the purpose of conducting the affairs of the Company in the most efficient manner in the interests of its members, the directors may make by-laws providing for the creation of a staff pension fund; but such by-laws shall, before becoming effective, be submitted and approved at a meeting of the members of the Company.

Staff pension
fund.

20. Except as herein otherwise specially provided, this Act and the Company and the exercise of the powers hereby conferred shall be subject to the provisions of *The Insurance Act*.

Application
of
R. S., c. 34.

21. Notwithstanding anything contained therein, or in any other Act, Part II. of *The Companies Act*, except sections 141 and 165 thereof, shall apply to the Company, in so far as it is not inconsistent with any of the provisions of this Act or of *The Insurance Act*.

Application
of
R. S., c. 79,
Part II.
R. S., c. 34.



6-7 EDWARD VII.

CHAP. 126.

An Act respecting the Royal Victoria Life Insurance Company.

[Assented to 22nd March, 1907.]

WHEREAS the Royal Victoria Life Insurance Company Preamble.
has by its petition prayed that it be enacted as hereinafter 1897, c. 81.
set forth, and it is expedient to grant the prayer of the said
petition: Therefore His Majesty, by and with the advice and
consent of the Senate and House of Commons of Canada, enacts
as follows:—

1. The directors of the Royal Victoria Life Insurance Com- Directors
pany, hereinafter called "the Company," may, at any time after may make
being duly authorized by a resolution approved by the votes of by-law to
shareholders representing at least two-thirds of all the sub- reduce value
scribed stock of the Company at a special general meeting duly of shares
called for considering such resolution, pass a by-law,— and cancel
paid-up
stock.

(a) for cancelling so much of the subscribed stock of the
Company, by reducing the par value of the shares, as has
been so authorized by the shareholders as aforesaid; and

(b) for writing off the paid-up capital stock of the Company
so much thereof as is authorized by the said shareholders.

2. Such by-law shall declare the par value of the shares as so Provisions
reduced, and the amount paid up thereon, which shall not ex- of by-law.
ceed ten per cent.

3. The liability of the shareholders shall remain the same as if Liability of
no reduction had been made in the subscribed capital thereof, shareholders
or in the amount paid up thereon, and shall not be affected not affected.
thereby.

4. The subscribed capital stock shall be reduced by the Cancelled
amount so cancelled, which amount shall be available for sub- stock may
scription and issue as if such stock had not been previously be re-issued.
subscribed or issued.

Power
to issue
preference
stock.

5. The directors may, by by-law, create and issue as preference stock the whole or part of the capital stock authorized by the last preceding section to be re-issued, giving such preference stock such priority as to dividends and in any other respect over ordinary stock as is declared by the by-law, which by-law may provide for the calling in and cancellation of the said preference stock, and may fix the terms and conditions upon which it may be so called in and cancelled; provided that the holders of preference stock shall not be given any greater voting power than the holders of ordinary stock.

Proviso.

Sanction
of by-laws.

6. No such by-law shall have any force or effect until it has been sanctioned by a vote of three-fourths of the shareholders present or represented by proxy at a general meeting of the Company called for considering it, such shareholders representing two-thirds of the subscribed stock of the Company.

Creditors'
rights not
affected.

7. No such by-law, nor the issue of preference stock created thereby, shall in any way prejudice or impair the rights of the creditors of the Company.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 127.

An Act to incorporate the St. Lawrence Railway Ferry Company.

[Assented to 12th April, 1907.]

WHEREAS the persons hereinafter named have by their Preamble
petition prayed that it be enacted as hereinafter set forth,
and it is expedient to grant the prayer of the said petition:
Therefore His Majesty, by and with the advice and consent
of the Senate and House of Commons of Canada, enacts as
follows:—

- 1.** Charles Laurendeau, Edmund Cusson, Joseph F. R. Beau- Incorporation.
dry, Léon Garneau, and Victor Cusson, all of the city of Montreal,
together with such persons as become shareholders in the
company, are incorporated under the name of "The St. Lawrence Corporate
Railway Ferry Company," hereinafter called "the Company." name.
- 2.** The undertaking of the Company is declared to be a work Declaratory.
for the general advantage of Canada.
- 3.** The persons named in section 1 of this Act are constituted Provisional
provisional directors of the Company. directors.
- 4.** The capital stock of the Company shall be five hundred Capital stock
thousand dollars. No one call thereon shall exceed ten per and calls.
cent on the shares subscribed.
- 5.** The head office of the Company shall be in the city of Head office.
Montreal.
- 6.** The annual meeting of the Company shall be held on the Annual
first Tuesday in September. meeting.
- 7.** The number of directors shall not be less than five nor Number of
more than nine, one or more of whom may be paid directors. directors.

- Business of Company. **8.** The Company may construct, acquire, equip, own, maintain, control, and operate, subject to the provisions of *The Railway Act*, a ferry, for railway cars, engines and trains, across the river St. Lawrence at any point within the limits of the parish of Montreal and the county of Hochelaga, on the north side of the said river, and any point in the county of Chambly, on the south side of the said river, and do a railway ferry business across the said river at any point within such limits; acquire, own and operate steamboat lines for the carriage for hire of passengers and goods between any points within the above limits, and for such purposes construct, purchase, lease or otherwise acquire and maintain and operate ships, locomotives and cars propelled by steam or otherwise; and, subject to the provisions of *The Railway Act*, build, acquire and maintain wharfs, docks, viaducts and railway tracks, not exceeding five miles in length in any one case, to carry out its undertaking and specially to reach deep water in the river and connect with the nearest point or points on railway lines in the vicinity.
- Ferry across St. Lawrence.
- Carriers.
- Vessels, cars, wharfs, etc.
- Tolls. **9.** The Company may charge tolls for carrying across the river St. Lawrence, by means of its ferry, any cars, engines, trains and passengers, or for the use by any railway or tramway company of its ferry or of any part of its works.
- Approval by Railway Commission. **2.** Such tolls shall, before being imposed, be submitted for approval to the Board of Railway Commissioners for Canada, who may revise them from time to time; and the provisions of *The Railway Act* respecting railway tolls shall apply to the Company.
- Agreements, for commutation of tolls. **3.** The Company may make agreements with any railway companies for the commutation of the tolls due or to become due by such railway companies.
- Approval. **4.** Such agreements shall be submitted for approval to the Board of Railway Commissioners for Canada.
- Acquisition of lands. **10.** The Company may purchase or otherwise acquire any lands required for its purposes.
- Bond issue. **11.** The securities to be issued by the Company shall not exceed one million dollars, and shall not at any time exceed seventy-five per cent of the cost of the work actually done or contracted for.
- R.S., c. 37 to apply. **12.** *The Railway Act* shall apply to the Company and its railway undertaking.



6-7 EDWARD VII.

CHAP. 128.

An Act to incorporate St. Leon Railway Company.

[Assented to 27th April, 1907.]

WHEREAS a petition has been presented praying that it Preamble.
be enacted as hereinafter set forth, and it is expedient
to grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House
of Commons of Canada, enacts as follows:—

1. Gerald Ruel, George F. Macdonnell, Lorne W. Mitchell, Incorporation.
Francis Charles Annesley, Moses Howard Seed, all of the city
of Toronto, in the county of York, and province of Ontario,
together with such persons as become shareholders in the com-
pany, are hereby incorporated under the name of “St. Leon Corporate
Railway Company,” hereinafter called “the Company.” name.

2. The works of the Company are hereby declared to be for Declaration.
the general advantage of Canada.

3. The persons named in section 1 of this Act are hereby Provisional
constituted provisional directors of the Company. directors.

4. The capital stock of the Company shall be five hundred Capital.
thousand dollars. No one call thereon shall exceed ten per
cent of the shares subscribed.

5. The head office of the Company shall be in the city of Head office.
Toronto, in the province of Ontario.

6. The annual meeting of the shareholders shall be held on Annual
the first Tuesday in September. meeting.

7. The number of directors shall be not less than five nor Directors.
more than nine, one or more of whom may be paid directors.

Line of railway. **8.** The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches, from a point at or near Louiseville, in the county of Maskinongé, in the province of Quebec, northward to a point at or near St. Alexis, in the same county, passing by way of St. Leon; and may construct and operate branches from a point at or near St. Leon on such line to a point at or near Three Rivers, in the county of St. Maurice, and to a point at or near Lake Maskinongé, in the county of Berthier, in the said province of Quebec.

Branches.

Motive powers. **9.** In addition to the motive powers authorized by *The Railway Act*, the Company may, for its railway, use gasolene or any other kind of motive power.

R.S., c. 37.

Water power and electricity. **10.** The Company may acquire and develop water-power and may construct and operate works for the production of electricity for motive power for its railways and for the lighting and heating of its rolling stock and other property; and may sell or lease any such electricity not required for the purposes aforesaid, and may collect rates and charges therefor; but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, who may also revise such rates and charges from time to time.

Disposal of surplus.

Rates.

Ferries and vessels. **11.** The Company may construct and operate such steam and other ferries, boats and vessels as the directors deem requisite for the carriage of passengers, freight and other traffic in connection with its railway.

Telegraph and telephone lines. **12.** The Company may, subject to the provisions of *The Railway Act*, construct and operate telegraph and telephone lines upon and along its railway, and may establish offices for and undertake the transmission of messages for the public, and may collect tolls therefor; and, for the purposes of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of *The Railway Act*, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

Service of public.

Tolls. **2.** No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, who may also revise such tolls and charges from time to time.

R.S., c. 126. **3.** Part II. of *The Telegraphs Act* shall apply to the telegraphic business of the Company.

Hotels, etc. **13.** The Company may establish, maintain and conduct hotels, theatres, and athletic grounds at St. Leon.

14. The securities issued by the Company shall not exceed twenty-five thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed. ^{Issue of securities.}

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6-7 EDWARD VII.

CHAP. 129.

An Act respecting the St. Mary River Bridge Company.

[Assented to 27th April, 1907.]

WHEREAS the St. Mary River Bridge Company has by Preamble.
its petition prayed that it be enacted as hereinafter set 1901, c. 112.
forth, and it is expedient to grant the prayer of the said petition: 1906, c. 159.
Therefore His Majesty, by and with the advice and consent of
the Senate and House of Commons of Canada, enacts as
follows:—

1. Section 7 of chapter 112 of the statutes of 1901, is hereby 1901, c. 112,
amended by adding thereto, in the third line thereof after the s. 7 amended
word “carriages,” the words “steam-railway locomotives and Nature of
trains.” bridge.

2. Chapter 112 of the statutes of 1901 is hereby further 1901, c. 112.
amended by adding thereto, as section 16, the following:— New section.

“**16.** Every railway company whose line has a terminus at Rights of
any point at or near either end of the said bridge, or whose railway
trains run to or from such point, or which runs its trains in companies
connection with any railway having such terminus or running to use of
trains to or from such point, whether such company is incor- bridge.
porated by the Parliament of Canada, or by the legislature of
any province of Canada, or by authority in the state of Michigan,
or by the Congress of the United States, shall have and be
entitled to the same and equal rights and privileges in the
passage of the said bridge, and in the use of the machinery and
fixtures thereof, and of all of the approaches thereto, without
discrimination or preference, upon such terms and conditions as
are fixed by the Board of Railway Commissioners for Canada;
and the said Board may make and enforce such orders for the
purposes of carrying out the provisions of this section as it
thinks necessary.”

1904, c. 112,
new s. 15.

R.S., c. 37.

3. Section 15 of chapter 112 of the statutes of 1901 is hereby repealed and the following is substituted therefor:—

“**15.** *The Railway Act* shall apply to the Company and to its undertaking.”

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 130.

An Act respecting the St. Mary's and Western Ontario Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the St. Mary's and Western Ontario Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.
1905, c. 155.

1. The construction of the railway of the St. Mary's and Western Ontario Railway Company may be commenced, and fifteen per cent on the amount of the capital stock expended thereon, within two years after the passing of this Act, and the railway completed and put in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not completed and put in operation, within the said respective periods, then the powers granted to the said Company by Parliament shall cease and be null and void as respects such portion of the railway as then remains uncompleted.

Time for construction extended.

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6-7 EDWARD VII.

CHAP. 131.

An Act respecting the St. Maurice Valley Railway Company.

[Assented to 12th April, 1907.]

WHEREAS the St. Maurice Valley Railway Company has Preamble
by its petition prayed that it be enacted as hereinafter 1904, c. 123;
set forth, and it is expedient to grant the prayer of the said 1905, c. 156.
petition: Therefore His Majesty, by and with the advice and
consent of the Senate and House of Commons of Canada, enacts
as follows:—

1. Section 11 of chapter 123 of the statutes of 1904 is amended 1904, c. 123,
by striking out the words "twenty-five" in the second line of s. 11
the said section, and substituting therefor the words "thirty- amended.
five." Bonding
powers
increased.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 132.

An Act to incorporate the Saskatchewan Valley and Hudson's Bay Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS a petition has been presented praying that it be Preamble.
enacted as hereinafter set forth, and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House of
Commons of Canada, enacts as follows:—

1. Thomas W. Rourke, John Morris, Robert Tegler, James Incorporation.
T. J. Collisson, all of the city of Edmonton, in the province of
Alberta, and Fred. J. Loughhead, of Sarnia, in the province of
Ontario, together with such persons as become shareholders
in the company, are incorporated under the name of "The Corporate
Saskatchewan Valley and Hudson's Bay Railway Company," name.
hereinafter called "the Company."

2. The persons named in section 1 of this Act are constituted Provisional
provisional directors of the Company. directors.

3. The capital stock of the Company shall be one million Capital
five hundred thousand dollars. No one call thereon shall exceed stock.
ten per cent on the shares subscribed.

4. The head office of the Company shall be in the city of Head office.
Edmonton.

5. The annual meeting of the shareholders shall be held on Annual
the second Monday in September. meeting.

6. The number of directors shall be not less than five, nor Number of
more than nine, one or more of whom may be paid directors. directors.

Line of
railway
described.

7. The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches from the city of Edmonton northerly and easterly following the north bank of the north Saskatchewan River to a point at or near Smoky Lake; thence easterly following the general direction of the said north Saskatchewan River on the north bank thereof to a point at or near Prince Albert; thence northeasterly to a point at or near Pelican Lake; thence northerly and easterly to Fort Churchill on the Hudson Bay, and from the said line at a point near Smoky Lake northerly and easterly to or near Ile à La Crosse Lake; thence easterly to the said line at a point at or near Pelican Lake aforesaid.

Issue of
securities.

8. The securities issued by the Company shall not exceed twenty-five thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Agreements
with other
companies.

9. Subject to the provisions of sections 361, 362 and 363 of *The Railway Act*, the Company may enter into agreements with all or any of the companies hereinafter named for any of the purposes specified in the said section 361, such companies being the Canadian Pacific Railway Company, the Grand Trunk Pacific Railway Company, and the Canadian Northern Railway Company.

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6-7 EDWARD VII.

CHAP. 133.

An Act respecting a patent of the George E. Smith Lumber Company.

[Assented to 22nd March, 1907.]

WHEREAS the George E. Smith Lumber Company has by Preamble. its petition represented that it is the owner of patent number sixty-seven thousand two hundred and sixty-nine, dated the tenth day of May, one thousand nine hundred, issued under the seal of the Patent Office, for new and useful improvements in saw-mills; and whereas the said company has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in *The Patent Act*, or in patent number sixty-seven thousand two hundred and sixty-nine mentioned in the preamble, the Commissioner of Patents may receive from the George E. Smith Lumber Company the application for a certificate of payment and the usual fees upon the said patent for the remainder of the term of eighteen years from the date thereof, and may grant and issue to the said company the certificate of payment of fees provided by *The Patent Act*, and an extension of the period of duration of the said patent to the full term of eighteen years in as full and ample a manner as if the application therefor had been duly made within six years from the date of the issue of the said patent. Commissioner of Patents may extend duration of patent.

2. If any person has, within the period between the tenth day of May, one thousand nine hundred and six, and the extension hereunder of patent number sixty-seven thousand two hundred and sixty-nine, commenced to manufacture, use and sell in Canada the invention covered by the said patent, such Existing rights saved.

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person

person may continue to manufacture, use and sell such invention in as full and ample a manner as if this Act had not been passed.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 134.

An Act for the relief of Osprey George Valentine Spain.

[Assented to 12th April, 1907.]

WHEREAS Osprey George Valentine Spain of the city of Preamble. Ottawa, in the province of Ontario, Commander of the Marine Service of Canada, has by his petition alleged, in effect, that on the seventh day of March, A.D. 1888, at the parish of Radipole, in the county of Dorset, England, he was lawfully married to Mary Beatrice Thresher, then of the said parish of Radipole, a spinster; that his legal domicile is now in Canada; that on or about the twenty-second day of January, A.D. 1904, she deserted him, and has not since then lived with him as his wife; that at divers times and places she has committed adultery with one Reginald Salmon; and, more particularly, that at the city of New York, in the state of New York, during the period between the twenty-second day of January, A.D. 1904, and the fifteenth day of July, A.D. 1906, she committed adultery with the said Reginald Salmon; that she is now residing at the said city of New York; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Osprey George Valentine Spain and Mary Beatrice Thresher, his wife, is hereby dissolved, Marriage dissolved. and shall be henceforth null and void to all intents and purposes whatsoever.

Right to
marry again.

2. The said Osprey George Valentine Spain may at any time hereafter marry any woman whom he might lawfully marry if the said marriage with the said Mary Beatrice Thresher had not been solemnized.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 135.

An Act respecting the Accident and Guarantee Company of Canada and to change its name to "The Sterling Accident and Guarantee Company of Canada."

[Assented to 27th April, 1907.]

WHEREAS the Accident and Guarantee Company of Canada Preamble.
has by its petition represented that it is incorporated
by chapter 87 of the statutes of 1900, for the purposes and 1900, c. 87.
with the powers in the said Act mentioned, and has prayed
that it be enacted as hereinafter set forth, and it is expedient
to grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and
House of Commons of Canada, enacts as follows:—

1. The name of the Accident and Guarantee Company of Name
changed.
Canada, hereinafter called "the Company," is changed to "The
Sterling Accident and Guarantee Company of Canada"; but such
change of name shall not in any way impair, alter or affect the
rights or liabilities of the Company, nor in any wise affect any
suit or proceeding now pending, or judgment existing, either by, Savings of
rights.
or in favour of, or against the Company, which, notwithstanding
such change in the name of the Company, may be prosecuted,
continued, completed and enforced as if this Act had not been
passed.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 136.

An Act respecting a patent of Edgar Webster Summers
and Hadley Herbert Summers.

[Assented to 22nd March, 1907.]

WHEREAS Edgar Webster Summers, of the city of Pitts-
burgh in the state of Pennsylvania, one of the United
States, and Hadley Herbert Summers, of the city of Ports-
mouth, in the state of Ohio, one of the United States, have by
their petition represented that they are the owners of a patent,
number sixty-six thousand nine hundred and fourteen, dated
the fourth day of April, one thousand nine hundred, issued
under the seal of the Patent Office, for new and useful im-
provements in railway cars; and whereas the said Edgar
Webster Summers and Hadley Herbert Summers have by their
petition prayed that it be enacted as hereinafter set forth, and
it is expedient to grant the prayer of the said petition: There-
fore His Majesty, by and with the advice and consent of the
Senate and House of Commons of Canada, enacts as follows:—

Preamble.

1. Notwithstanding anything in *The Patent Act*, or in the
patent mentioned in the preamble, the Commissioner of Patents
may receive from the holders of the said patent an application
for certificate of payment of further fees and the usual fees for
one or more terms for the said patent, and may grant and issue
to such holders certificates of payment of further fees, pro-
vided by *The Patent Act*, granting extensions of the term of
duration of the said patent in as full and ample a manner as if
the application therefor had been duly made within the first six
years from the date of issue of the said patent.

Commissioner
of Patents
may extend
duration of
patents.

R.S., c. 61.

2. If any person, other than any licensee, has, in the
period between the expiry of six years from the date of the
said patent and the twenty-seventh day of October, one thou-
sand nine hundred and six, commenced to manufacture, use
and

Certain
rights saved.

Proviso.

and sell, in Canada, the invention covered by the said patent, such person may continue to manufacture, use and sell such invention in as full and ample a manner as if this Act had not been passed: Provided that the exemption shall not extend to any person having commenced the construction or manufacture of the said invention before the expiry of the patent, without the consent of the holders of the said patent.

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most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 137.

An Act respecting the Temiscouata Railway Company.

[Assented to 22nd March, 1907.]

WHEREAS the Temiscouata Railway Company, hereinafter called "the Company," has by its petition represented that none of the consolidated mortgage income bonds authorized by chapter 129 of the statutes of 1904, intituled *An Act respecting the Temiscouata Railway Company*, hereinafter called "the Act of 1904," have been issued, and that it is desired by the Company and by the holders of the larger part of the main line bonds and St. Francis Branch bonds in the said Act mentioned, that the issue of consolidated mortgage income bonds should be further postponed, that the Company be authorized to issue scrip certificate or certificates to the persons entitled under the Act of 1904 to receive consolidated mortgage income bonds, that such scrip certificate shall be transferable by delivery and be capable of registration in the books of the Company, that the holders of such scrip certificates, or the registered owners thereof, shall be entitled to receive interest, to vote at all meetings of the Company and be elected as directors; and whereas the Company has by its petition prayed for the passing of an Act for the purposes hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

1885, c. 58;
1887, c. 71;
1893, c. 61;
1895, c. 65;
1897, c. 63;
1899, c. 91;
1904, c. 40;
1904, c. 129.

1. Pending the issue of the said consolidated mortgage bonds the Company may issue to any person consenting thereto, who under the Act of 1904 is entitled to receive consolidated mortgage income bonds or fractional certificates, a scrip certificate, or scrip certificates, certifying that the bearer is entitled, on delivery up at any time of the certificate, to the number of consolidated mortgage income bonds and to the fractional certificate therein

Issue of scrip certificates for bonds.

stated, being the number of bonds and the fractional certificate to which the person receiving the same is entitled under the Act of 1904.

Transfer and registration of, and rights appertaining to certificates.

2. The scrip certificates shall be transferable by delivery but shall be capable of registration in the books of the Company, and shall confer on the bearer or, if registered, on the registered holder, a right to receive the same interest as would be payable on, and shall be receivable in the same way and constitute the same charge or lien as, the bonds and fractions of bonds in respect of which they may be issued, and shall be valid without registration.

Rights, privileges, and qualifications of holders.

3. At all general meetings of the Company the holders of scrip certificates who have, one month previous to the day of meeting, registered their scrip certificates or transfers thereof, shall have, while the scrip certificates remain registered, the same rights, privileges, and qualifications for voting and for being elected as directors, as they would have had if registered as the holders of shares of the same nominal amount as the consolidated mortgage income bonds represented by the certificates registered in their names or in respect of which transfers to them have been registered.

Production of certificate not essential for voting thereon.

4. The directors may, from time to time, make such arrangement as they deem fit, by the deposit of scrip certificates in England or in Canada, or otherwise, to facilitate voting on scrip certificates without requiring their production at the meetings.

Mode and extent of transfer.

5. Registered scrip certificates may be transferred by instrument in writing subject to such regulations as the directors of the Company may think fit, and a transfer may be of a scrip certificate in so far as it relates to the whole or any number of the consolidated mortgage income bonds represented thereby.

Recall of existing certificates.

6. The Company may at any time by advertisement in *The Canada Gazette* and in *The Times* of London, England, call in the scrip certificates outstanding. Such advertisement shall state the time on and after which, and the place at which, consolidated mortgage income bonds and fractional certificates will be exchanged for scrip certificates; and the scrip certificates shall become exchangeable and be exchanged accordingly; and, as from the expiration of three calendar months from the appearance of such advertisements, all rights conferred by the scrip certificates, except the right to receive the bonds and fractional certificates therein mentioned, shall be at an end.

Exchange of bonds, etc., for certificates.

Cessation of rights.



6-7 EDWARD VII.

CHAP. 138.

An Act respecting the Traders' Fire Insurance Company.

[Assented to 27th April, 1907.]

WHEREAS the Traders' Fire Insurance Company has by its Preamble.
petition represented that it was incorporated by letters
patent under the Great Seal of Ontario, dated the 23rd day of
March, 1900, issued pursuant to *The Ontario Insurance Act*,
being chapter 203 of the Revised Statutes of Ontario, 1897, and R. S. O., c. 203.
has since the 23rd day of March, 1900, under license pursuant
to the said Act carried on the business of fire insurance in
Ontario; and whereas the said company has by its petition
prayed that it be enacted as hereinafter set forth, and it is
expedient to grant the prayer of the said petition: Therefore
His Majesty, by and with the advice and consent of the Senate
and House of Commons of Canada, enacts as follows:—

1. The shareholders of the Traders' Fire Insurance Com-
pany, hereinafter called "the old company," together with such Incorporation.
persons as become shareholders in the company hereby incor-
porated are incorporated under the name of "The Traders' Fire
Insurance Company," hereinafter called "the new company." Corporate name.

2. The capital stock of the new company shall be one million Capital.
dollars, divided into ten thousand shares of one hundred dollars Shares.
each.

3. Each shareholder of the old company is hereby declared Shareholders.
to be the holder of as many shares in the new company as he
holds in the old company, but only the sums which have been
or may hereafter be paid by such shareholder on the issue of
shares of the old company, shall be credited as paid on the
shares of the new company. The liability of a shareholder of
the new company upon the said shares of the new company so Liability.
held .

held by him shall amount per share only to the difference between the sums so credited as paid upon each share and one hundred dollars. Nothing in this Act shall affect the liability of shareholders of the old company who have not paid the calls already made upon the shares of the old company to pay the said calls.

Liability of
shareholders
in old
company.

4. Nothing in this Act shall be so construed as to lessen the liability of the shareholders of the old company to the present creditors or to the present policy-holders of the old company; provided however that any payment made upon the shares of the new company shall reduce the liability of the shareholders of the old company by the amount of such payment.

New company
to carry out
obligations
of old
company.

5. The new company shall be liable for and subject to, and shall pay, discharge, carry out and perform all the debts, liabilities, obligations and contracts of the old company; and any person having any claim, demand, right, cause of action or complaint against the old company, or to whom the old company is under any obligation, liability or contract, shall have the same rights or powers with respect thereto, and to the collecting and enforcement thereof from and against the new company, as such person has against the old company; Provided, however, that the shareholders of the new company shall not be individually liable under section 150 of *The Companies Act* in respect to their shares in the new company to such persons unless such persons abandon their rights in respect of their shares in the old company.

Proviso.

R.S., c. 79.

Property
vested in new
company.

6. All the estate, rights, effects and properties, real, personal or mixed, of whatever kind and wheresoever situate, belonging to the old company which it may be or may become entitled to, shall be vested in the new company subject to existing mortgages or liens, if any, upon due execution of an indenture in the form contained in the schedule to this Act or to the like effect.

Calls on
shares.

7. The directors may, from time to time, make such calls as they think fit upon the shareholders in respect of all moneys unpaid on the shares of the new company held by them respectively. Such calls shall be payable at such times and places and in such payments or instalments as the directors appoint; Provided that no call shall exceed twenty-five per cent, and that not less than thirty days' notice of any call shall be given.

Officers.

8. The president, vice-president and directors of the old company shall continue to be such in the new company until their successors are appointed; and all by-laws, rules and regulations of the old company not contrary to law or not inconsistent with this Act shall be the by-laws, rules and regu-

By-laws.

lations

lations of the new company until amended or repealed under the provisions of this Act.

9. The affairs of the new company shall be managed by a Directors. board of not less than five or more than eight directors, a majority of whom shall be a quorum. No person shall be a director unless he holds in his own name and for his own use at least twenty-five shares of the capital stock of the new company and has paid all calls due thereon and all liabilities incurred by him to the new company.

10. The head office of the new company shall be in the Head office. city of Toronto, but local advisory sub-boards or agencies may Branches. be established and maintained either within Canada or elsewhere, in such manner as the directors from time to time direct.

11. A general meeting of the new company shall be called Annual general meeting. once in each year at its head office, and at every such meeting a statement of the affairs of the new company shall be submitted by the directors. Special meetings Special general meetings may be called in such manner as the by-laws prescribe.

12. The new company may make and effect contracts of Powers to do insurance business. insurance throughout Canada and elsewhere with any person against loss or damage by fire or lightning in or to any house, dwelling, store, factory, mill or other building whatsoever, or to any goods, chattels, bridges, railway plants or personal estate whatsoever, for such time, for such premiums or considerations, and upon such modifications, restrictions and conditions as are agreed upon between the new company and the insured, and generally may carry on the business of fire insurance in all its branches and forms.

2. The new company may also cause itself to be insured Re-insurance against any risk it may undertake in the course of its business.

3. The new company may also undertake the reinsurance of the risks of other companies.

13. The new company shall have power to acquire and hold Power to hold and deal with real estate. real estate required in part or whole for the use and accommodation of the new company, and may sell, convey, mortgage, lease or otherwise dispose of the same and acquire other property in its place as may be deemed expedient; but the annual value of such property held in any province of Canada shall not exceed ten thousand dollars, except in the province of Ontario where it shall not exceed twenty-five thousand dollars.

14. Part II. of *The Companies Act*, except sections 125, 141 R.S., c. 79. and 165 thereof, and except such provisions thereof as are R.S., c. 34. inconsistent with *The Insurance Act* or with this Act, shall apply to the new company

R.S., c. 34.

15. This Act and the Company hereby incorporated and the exercise of the powers hereby conferred shall be subject to the provisions of *The Insurance Act* and of any amendments thereof.

Conditions
of beginning
business.

16. Before obtaining the license required by *The Insurance Act* a further sum of at least fifty thousand dollars of capital stock of the Company shall be paid in cash into the funds of the Company to be appropriated only for the purposes of the Company under this Act, and thereafter, in each succeeding year for five years, a further sum of fifteen thousand dollars of capital stock of the Company shall be so paid to be appropriated only for such purposes.

Reduction
of capital.

17. The directors of the new Company may at any time, and from time to time, after being duly authorized and empowered by a resolution approved by the votes of shareholders representing at least two-thirds of all the subscribed capital stock of the Company at a special general meeting duly called for considering the same, pass a by-law for reducing or writing off the paid-up capital to such extent as is so authorized by the shareholders.

Liability.

2. The liability of the shareholders shall remain the same as if no reduction had been made in the paid-up capital and shall be unaffected thereby.

Increase
of capital.

3. The directors may from time to time out of the profits of the Company, by declaring a stock dividend or bonus, or otherwise, increase the paid-up stock of the Company to an amount not exceeding the amount or amounts by which the same may have been reduced under the provisions of this section; and thereafter the paid-up capital and each share thereof shall represent the aggregate to which it has been so reduced and the amount of such increase so declared as aforesaid.

Bringing into
force of this
Act.

18. This Act shall not take effect unless and until accepted and approved of by a vote of not less than two-thirds in value of the shareholders of the old company present or represented by proxy at a special general meeting of the old company duly called for the purpose of considering this Act; and, if so accepted and approved of, this Act shall come into force upon a subsequent day to be fixed for that purpose by the said vote.

2. Notice of such acceptance and approval and of the day so fixed shall be published by the Company in *The Canada Gazette*.

SCHEDULE.

This indenture made the _____ day of _____, 190____, between The Traders' Fire Insurance Company, incorporated by Ontario letters patent of the first part, hereinafter called "the old company," and the Traders' Fire Insurance Company _____ incorporated

incorporated by an Act of the Parliament of Canada of the second part, hereinafter called "the new company."

Whereas the shareholders of the old company have accepted and approved of the new company's Act of Incorporation, being chapter of the statutes of Canada of 1906-07, intituled *An Act respecting the Traders' Fire Insurance Company*, and by the resolutions of shareholders duly passed in that behalf the day of was fixed as the date from which the said Act should take effect.

And whereas by the said Act the new company is authorized to acquire all the assets, rights, credits, effects and property, real, personal and mixed, of the old company and whereas the old company has agreed to convey the same to the new company.

Now this indenture witnesseth: That in consideration of the said Act and of the shares in the capital stock of the new company which are hereby vested in the shareholders of the old company, and in consideration of the covenants by the new company hereinafter contained, the old company hereby grants, assigns, transfers and sets over unto the new company, its successors and assigns, for ever, all the assets, rights, credits, effects and property, real, personal and mixed, of whatever kind and wheresoever situated belonging to the old company or to which it is or may be or become entitled. To have and to hold unto the new company, its successors and assigns, to and for its sole and only use, and the old company covenants with the new company to execute and deliver at the expense of the new company all such further and other separate and formal assurances, assignments, transfers and conveyances for registration purposes or otherwise as may be required to vest in the new company, its successors and assigns, the full legal and beneficial title and interest to and in the said assets, rights, credits, effects and property, and each and every part thereof.

And in consideration of the foregoing the new company covenants with the old company, its successors and assigns, that it shall and will discharge, carry out and perform all debts, liabilities, obligations and contracts for or in respect of which the old company is now liable or which it should pay, discharge, carry out or perform, and the new company shall and will indemnify and save harmless the old company in respect thereof.



6-7 EDWARD VII.

CHAP. 139.

An Act to incorporate the Travellers' Indemnity Company of Canada.

[Assented to 12th April, 1907.]

WHEREAS a petition has been presented praying that it be Preamble.
enacted as hereinafter set forth, and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House of
Commons of Canada, enacts as follows:—

1. Frank Fairleigh Parkins, Frederick William Evans, Incorporation.
William McCaw and William Alexander Molson, all of the city of
Montreal, in the province of Quebec, and Ira Blanchard Thayer
of the city of Toronto, in the province of Ontario, together with
such persons as become shareholders in the company are in-
corporated under the name of "The Travellers' Indemnity
Company of Canada," hereinafter called "the Company." Corporate name.

2. The persons named in section 1 of this Act, together with Provisional directors and their powers.
such persons not exceeding six as they associate with them,
shall be the provisional directors of the Company, a majority of
whom shall be a quorum for the transaction of business, and
they may forthwith open stock books, procure subscriptions of
stock for the undertaking, make calls on stock subscribed, and
receive payments thereon, and shall deposit in a chartered bank
in Canada all moneys received by them on account of stock Organization
subscribed or otherwise received by them on account of the
Company, and may withdraw the same for the purposes of the
Company only, and may do generally whatever is necessary to
organize the Company.

3. The head office of the Company shall be in the city of Head office.
Montreal, in the province of Quebec.

Sub-boards. 2. The directors may establish local advisory sub-boards or agencies, either within Canada or elsewhere, at such times and in such manner as they deem expedient.

Capital shares. 4. The capital stock of the Company shall be five hundred thousand dollars, divided into shares of one hundred dollars each.

Increase of capital. 2. The directors may, after the whole capital stock has been subscribed and fifty per cent paid thereon in cash, increase the amount of the capital stock from time to time to an amount not exceeding one million dollars; but the capital stock shall not be increased until a resolution of the board of directors authorizing such increase has been first submitted to and confirmed by two-thirds in value of the shareholders present or represented by proxy at a special general meeting of the shareholders duly called for that purpose: Provided that no issue of such increased capital stock shall be made except upon the payment of ten per cent in cash upon the amount of such issue.

First general meeting. 5. So soon as one hundred and fifty thousand dollars of the capital stock have been subscribed, and ten per cent of that amount has been paid into some chartered bank in Canada, the provisional directors shall call a general meeting of the shareholders at some place to be named in the city of Montreal, at which meeting the shareholders, present or represented by proxy, who have paid not less than ten per cent on the amount of shares subscribed for by them, shall elect a board of not less than seven nor more than twenty directors, of whom a majority shall be a quorum.

Election of directors. 2. No person shall be a director unless he holds, in his own name and for his own use, at least thirty shares of the capital stock, and has paid all calls due thereon and all liabilities incurred by him to the Company.

Qualification of directors.

Calls. 6. The shares of the capital stock subscribed for shall be paid by such calls or instalments and at such times and places as the directors appoint, and any notice of call may be effectually given by sending the notice by registered letter postpaid to the last known address of each shareholder. The first call shall not exceed forty per cent, and no subsequent call shall exceed ten per cent, and not less than thirty days' notice shall be given of any call.

Notice.

Commencement of business. 2. The Company shall not commence business until one hundred thousand dollars of the capital stock have been paid in cash into the funds of the Company, to be appropriated only for the purposes of the Company under this Act; Provided that the amount paid by any shareholder shall not be less than ten per cent of the amount subscribed by such shareholder.

Annual meeting. 7. A general meeting of the Company shall be called at its head office once in each year after the organization of the Company

pany and commencement of business, and at such meeting a statement of the affairs of the Company shall be submitted; and special general meetings may at any time be called by any five of the directors, or by requisition of any twenty-five shareholders, specifying in the notice the object of such meeting. Special meetings.

2. Notice of each such meeting shall be sufficiently given by printed or written notice to each of the shareholders mailed at least ten days before the day for which the meeting is called, and addressed by registered letter to the addresses of the shareholders respectively given in the books of the Company. Notice.

8. The Company may make contracts of insurance with any person against any accident or casualty, of whatever nature or from whatever cause arising, to individuals, whereby the insured may suffer loss or injury, or be disabled, and also, in case of death from any accident or casualty (not including sickness), by securing to the representative of the person injured the payment of a certain sum of money, upon such terms and conditions as are agreed upon; and in like manner may also make contracts of indemnity with any person against claims or demands of the workmen and employees of such person, or of the legal representatives of such workmen and employees, with respect to accidents or casualties of whatever nature and from whatever cause arising, whereby the insured suffers or may suffer pecuniary loss, or incurs or may incur costs and expenses; and may also make contracts of insurance with any person against loss or injury, or damage through illness not ending in death, or through disability not caused from accident or old age; and may generally carry on the business of accident and sickness insurance as defined by *The Insurance Act*. Powers to do business of insurance. Accidents to persons. Sickness. R.S., c. 34.

2. The Company may also make contracts of insurance against loss or damage, from explosion, collapse, rupture and other accidents of stationary, marine and locomotive boilers, to such boilers or the pipes, engines, motors and machinery connected therewith and operated thereby, or to the house, store or other building, or vessel, steamer, boat or other craft in which the same are placed or to which they are attached, or to any goods, wares, merchandise, cargo or other property of any description stored or conveyed therein, and may make inspection of, and may issue certificates of inspection of, boilers, pipes, engines, motors and machinery. Accidents to boilers and machinery. Inspection.

3. The Company may also cause itself to be insured against any risk it may have undertaken in the course of its business. Reinsurance.

9. The Company may acquire, hold and dispose of any real property required in part or wholly for the use and accommodation of the Company; but the annual value of such property held in any province of Canada shall not exceed five thousand dollars, except in the province of Quebec, where it shall not exceed ten thousand dollars. Holding of real property for certain purposes.

Application
of R.S., c. 79. **10.** Notwithstanding anything contained therein, Part II. of
The Companies Act, except sections 125, 141 and 165 thereof,
shall apply to the Company in so far as it is not inconsistent
with *The Insurance Act* or with this Act.

R.S., c. 34. **11.** *The Insurance Act* shall apply to the Company.

OTTAWA : Printed by SAMUEL EDWARD DAWSON, Law Printer to the King's
most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 140.

An Act to incorporate the United Baptist Woman's Missionary Union of the Maritime Provinces.

[Assented to 12th April, 1907.]

WHEREAS the Woman's Baptist Missionary Union of the Preamble.
Maritime Provinces and the Free Baptist Woman's Mis-
sionary Society of New Brunswick have agreed to unite, under
the name of the United Baptist Woman's Missionary Union of
the Maritime Provinces, on the basis of union adopted by
the Woman's Baptist Missionary Union of the Maritime Pro-
vinces on August 23rd, A. D. 1906, and by the Maritime Woman's
Missionary Society of New Brunswick on the same date; and
whereas the joint organization or society, known as the United
Baptist Woman's Missionary Union of the Maritime Provinces,
have by their petition represented that they are desirous of
becoming incorporated under the name of "The United Baptist
Woman's Missionary Union of the Maritime Provinces," with
the powers and for the purposes hereinafter mentioned, and
have prayed that an Act be passed for that purpose, and it is
expedient to grant the prayer of the said petition: Therefore
His Majesty, by and with the advice and consent of the Senate
and House of Commons of Canada, enacts as follows:—

1. Nellie C. Hutchinson, president of the United Baptist Incorporation.
Woman's Missionary Union of the Maritime Provinces, the
executive committee of the said union as constituted by the
basis of union, together with the delegates from time to time
appointed by all and any of the local Woman's Missionary
Societies of the United Baptist churches of the Maritime Pro-
vinces, and also any person becoming a life member by the pay-
ment of twenty-five dollars at one time, or of such other sum
as the society may from time to time ordain, are hereby created
a body corporate under the name of "The United Baptist Corporate name.
Woman's Missionary Union of the Maritime Provinces," here-
inafter called "the Society."

Object. **2.** The object of the Society shall be the prosecution of missionary work in foreign lands and in Canada; and the Society may also provide for the appointment and support of missionaries and teachers.

Power to hold and dispose of property. **3.** The Society may receive and hold for the purposes of the Society and subject to provincial laws, any moneys, lands, goods or chattels which are at any time presented, given, made over, assigned or devised to the Society, and may dispose of the same and apply the proceeds thereof, subject to any trust in respect thereof, as the Society for the time being may deem best to advance its interests and promote its objects: Provided that the annual value of the real estate held by the Society shall not exceed fifteen thousand dollars.

Officers and executive committee. **4.** The Society may from time to time appoint such officers as it deems expedient for the management of its affairs, and may appoint an executive committee to manage the business of the Society, consisting of the officers of the Society and such number of women, being members of this or any affiliated local society, as the Society from time to time ordains. The executive committee shall report its doings to the Society at the annual meeting thereof, at which meeting the report of the executive committee may be adopted, rescinded, modified or altered.

Provisional officers. **5.** The officers mentioned in the first section of this Act shall be the provisional officers of the Society, and shall hold office as such until the appointment of their successors at the first meeting of the Society.

Annual meeting. **6.** The Society shall hold a meeting annually, for the transaction of business and the appointment of officers and committees, at such time and place in either of the Maritime Provinces, as the Society or the executive committee appoints.

Rules and by-laws. **7.** The Society may make rules and by-laws for the guidance and direction of the executive committee, the ordering of the business of the Society, the appointment of officers, the fixing of the quorum, the appointment of sub-committees and auditors, and the regulating of all matters and things necessary for the good ordering and management of the Society and the prosecution of its business, and may from time to time cancel, alter and annul any such rule or by-law.



6-7 EDWARD VII.

CHAP. 141.

An Act to incorporate the Winnipeg and North-western Railway Company.

[Assented to 27th April, 1907.]

WHEREAS a petition has been presented praying that it be Preamble.
enacted as hereinafter set forth, and it is expedient to
grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House
of Commons of Canada, enacts as follows:—

1. Andrew Thomas Drummond, Peleg Howland, William Incorporation.
K. George and Herbert M. Mowat, all of the city of Toronto,
in the province of Ontario, and Henry Fox, of the city of London,
in England, together with such persons as become shareholders
in the company are incorporated under the name of "The Corporate
Winnipeg and Northwestern Railway Company," hereinafter name.
called "the Company."

2. The persons named in section 1 of this Act are constituted Provisional
the provisional directors of the Company. directors.

3. The capital stock of the Company shall be two millions Capital.
five hundred thousand dollars. No one call thereon shall
exceed ten per cent on the shares subscribed.

4. The head office of the Company shall be in the city of Head office.
Toronto.

5. The annual meeting of the shareholders shall be held on Annual
the first Wednesday of September. meeting.

6. The number of directors shall be not less than five, nor Directors.
more than nine, one or more of whom may be paid directors.

7. The Company may lay out, construct and operate a rail- Line of
way of the gauge of four feet eight and one-half inches, from a railway.
point

point in or near the city of Winnipeg, in the province of Manitoba, northerly, between Lake Winnipeg and Lakes Manitoba and Winnipegosis, by way of Stonewall and Mossy Portage, to and along the Carrot River valley; or, by an alternative route, from a point on such line, at or near Shoal Lake in the province of Manitoba, northwesterly, by way of the narrows of Lake Manitoba and the easterly sides of Lake Dauphin and Swan Lake, to the Carrot River valley; thence westerly, by way of Fort la Corne or near thereto, to and following the north side of the North Saskatchewan River to the Lobstick River, with branches as follows:—

Branches.

(a) from a point on the main line near and west of Prince Albert to Battleford;

(b) from a point on the main line near Saddle Lake to Lake la Biche;

(c) from a point on the main line west of Fort Victoria, northerly to Athabaska Landing and southwesterly along the North Saskatchewan River to Edmonton; and

(d) from a point on the main line near Shoal Lake, in the province of Manitoba, northwesterly, by way of the narrows of Lake Manitoba and the valley of the Swan River, to the main line in or near township 47, range 12 west of the second principal meridian.

Issue of securities.

8. The securities issued by the Company shall not exceed thirty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Agreements with other companies.

R.S., c. 37.

9. Subject to the provisions of sections 361 to 363, both inclusive, of *The Railway Act*, the Company may enter into agreements with all or any of the companies hereinafter named for any of the purposes specified in the said section 361, such companies being the Grand Trunk Pacific Railway Company, the Saskatchewan Valley and Hudson Bay Railway Company, the Canadian Pacific Railway Company, the Canadian Northern Railway Company and the Canada Central Railway Company.

Telegraph and telephone lines.

R.S., c. 37.

10. The Company may, subject to the provisions of *The Railway Act*, construct and operate telegraph and telephone lines upon and along its railway and branches, and may establish offices for, and undertake, the transmission of messages for the public, and may collect tolls therefor; and, for the purposes of operating such telegraph and telephone lines, the Company may, subject to the provisions of the said Act, enter into contracts, with any company having power to construct or operate telegraph or telephone lines, for the exchange or transmission of messages or for the working in whole or part of the lines of the Company.

2. No tolls or charges shall be demanded or taken from any person for the transmission of any messages by the telegraph or telephone lines of the Company until such tolls or charges have been approved by the Board of Railway Commissioners for Canada, and such tolls or charges shall be subject to revision from time to time by the said Board. Rates to be approved.

3. Part II. of *The Telegraphs Act* shall apply to the telegraph business of the Company. R.S., c. 126.

11. The Company may construct and operate hotels, elevators and warehouses along or adjacent to its line of railway. Hotels, etc.

12. For the purposes of its undertaking and subject to the provisions of section 247 of *The Railway Act*, the Company may purchase, lease or otherwise acquire water-powers and lands adjacent thereto, may develop and use such powers, may sell water lots and privileges in connection therewith, and may transmit power electrically to points on its line of railway for its own use, and may dispose of the surplus thereof. Water-power and electricity.

13. The Company, having been first authorized by a resolution passed at any annual meeting or special general meeting of the shareholders called for the purpose, at which meeting, whether annual or special, shareholders representing at least two-thirds in value of the subscribed stock of the Company and who have paid all calls due thereon, are present in person or represented by proxy, may, from time to time, issue bonds, debentures or other securities to pay for the construction of hotels, elevators and warehouses, and may secure such bonds, debentures or other securities by a mortgage or mortgages upon such properties and works, but the amount of such bonds, debentures or other securities shall not exceed the value of such properties and works. Issue of securities upon buildings, lands, etc.

OTTAWA: Printed by SAMUEL EDWARD DAWSON, Law Printer to the King's most Excellent Majesty.



6-7 EDWARD VII.

CHAP. 142.

An Act to incorporate the Women's Art Association of Canada.

[Assented to 22nd March, 1907.]

WHEREAS the Women's Art Association of Canada, together Preamble.
with Mrs. William Mortimer Clark, Lady Pellatt, Lady
Edgar, Mrs. E. B. Osler, Mrs. J. P. Whitney, Mrs. J. W. St.
John, Mrs. S. Nordheimer, Mrs. A. E. Kemp, Madame Rochereau
de la Sablière, Mrs. A. W. MacLachlan, Mrs. John A. Paterson,
Mrs. H. E. Bond, Mrs. Edmund Bristol, Mrs. J. S. Dignam,
Miss F. Lindsay, Mrs. Robt. Inglis, Mrs. C. D. Scott, all of the
city of Toronto, Lady Taylor and Mrs. P. D. Crerar of the city
of Hamilton, Mrs. J. Bertram and Miss Amy K. Bennett, of the
town of Peterboro, in the province of Ontario, Lady MacMillan,
of the city of Winnipeg, in the province of Manitoba, and Mrs.
G. H. Dick, of the town of Moncton, in the province of New Brun-
swick, have by their petition represented that they have been
acting under a charter of the province of Ontario issued on or
about the fifth day of April, eighteen hundred and ninety-two,
pursuant to the provisions of chapter 172 of the Revised Sta- R.S.O., c.
172.
tutes of Ontario, 1887, intituled *An Act respecting Benevolent,
Provident and other Societies*, for the purpose of creating a
general interest in art and encouragement in women's work by
mutual help and co-operation of its members, and the holding of
exhibitions and art lectures, under the name of "The Women's
Art Association of Canada," hereinafter called the "provincial
association"; And whereas questions have arisen respecting
the power of the provincial association to carry on its work
under the said charter beyond the province of Ontario, and the
petitioners desire to be incorporated by the Parliament of
Canada for the purposes hereinafter set forth, and it is expedient
to grant the prayer of the said petition: Therefore His Majesty,
by and with the advice and consent of the Senate and House of
Commons of Canada, enacts as follows:—

1. The petitioners, and all present members of the provincial Incorporation.
association and such of its branches as desire to unite with the tion.
VOL. II—23 345 petitioners,

Corporate
name.

Proviso.

petitioners, and all other women who by virtue of this Act become united with them, are incorporated under the name of "The Women's Art Association of Canada," hereinafter called "the Association," which shall henceforth take the place of the provincial association: Provided that nothing in this Act shall affect the status and the property of such of the branches of the provincial association as do not join the Association hereby incorporated.

Objects.

2. The objects of the Association shall be the creating of a general interest in art and the encouragement of women's work for the purpose of mutual help and co-operation of its members, the establishment of art lectures and reading clubs, the holding of exhibitions of painting, designs, sculpture, engraving, and the industrial arts, and the encouragement and development of the art handicrafts and home industries of Canada.

Powers of
Association.

3. The Association may—

(a) hold exhibitions in the cities and towns of Canada, and elsewhere;

(b) establish and maintain studios for teaching any special branches of art and design, handicraft and home industry;

(c) appoint representatives, form committees and establish branch associations to carry on its work in Canada and elsewhere;

(d) promote lectures, and the study of art literature;

(e) help working women to help themselves by the sale of their home industries, for their own benefit, and create a public interest in the preservation and development of such industries.

Members.

4. The Association shall consist of active and honorary members.

Active
members.

2. The active members shall be women who, as artists and earnest students, are willing to subscribe to the objects of and are accepted as members of the Association, and who pledge themselves to co-operate with one another in its undertakings.

Honorary
members.

3. Honorary members shall be women who are interested in the promotion of the objects of the Association and are elected according to its by-laws.

Executive
committee.

5. The Association shall be governed by an executive committee, composed of the president, two or more vice-presidents, the presidents of branch associations who shall be *ex officio* vice-presidents, the corresponding secretary, the recording secretary, the treasurer, the heads of all standing committees, and the representatives of honorary members, elected as hereinafter set forth.

Representa-
tives of
honorary
members.

6. The honorary members may elect from themselves representatives to act for them on the executive committee, in the proportion of one for every twenty-five honorary members.

7. There shall be held annually a general meeting of the Association at the head office of the Association, in the city of Toronto, in the province of Ontario, upon such day as the executive committee determines. Annual meeting.

2. At this meeting a full statement of the affairs of the Association shall be presented by the officers, and the election of officers for the ensuing year shall take place.

3. The honorary members shall be notified to attend the meeting and elect representatives as provided in section 6.

4. The executive committee shall determine the manner of calling the annual meeting.

8. The officers of the branch associations, the heads of committees, and representatives shall be active members of the Association. Branch associations.

9. The executive committee and officers of the provincial association shall be the first executive committee and officers of the Association, and they shall have all the powers of this Act conferred on the executive committee and officers, and shall hold office until their successors are appointed under the provisions of this Act. First executive committee and officers.

10. The executive committee shall, subject to the provisions of this Act, have the government and management of the Association and of all its assets and property, and may from time to time pass by-laws or resolutions for the following purposes, namely: the management and control of its affairs and business and of its branch associations; the appointment, functions, duties and election of all officers, agents and servants of the Association; the appointment of all committees and their duties; the calling of all meetings, regular or special, of all committees or of the Association; fixing all necessary quorums and procedure in all things at such meetings; and generally, as the occasion requires, determining and completing all plans and projects whereby the objects of the Association and its branches will be most effectively carried out. Powers of executive committee.

11. The Association may acquire and hold, subject to provincial laws, by donation, purchase or lease, such real and personal property as it requires for its actual use and occupation, or to carry out its objects, and may sell, lease or otherwise dispose thereof for such objects: Provided, however, that the annual value of the real estate held by the Association shall not exceed the sum of twenty-five thousand dollars. Property which may be held.
Limitation.

12. The Association may acquire all the assets, interests, rights, credits, effects and property of the provincial association; and all such assets, interests, rights, credits, effects and property shall be and are hereby vested in the Association. Property, interests, etc., of provincial association may be acquired.

Liabilities of
provincial
association
assumed.

13. The Association hereby assumes the liabilities of the provincial association, and accepts as members, subject to the provisions of its constitution and by-laws, all persons who are members in good standing of the provincial association; but no officer or member of the Association shall be personally liable, as such, for any debt, obligation or contract of the Association.

Branches
under
provincial
association
may become
branches of
Association.

14. Any of the present branches established under the provincial association in any city, town or municipality may become a branch of the Association if such branch so desires, and such branch may be accepted as such by the Association; but, subject to its constitution and by-laws, all the assets, interests, rights, credits, effects and property of such branch shall, if and when such branch joins the Association, vest in the branch of the Association created hereby.

Liabilities of
branches
under
provincial
association
assumed.

15. Each branch of the Association so created in any city, town or other municipality shall assume the liabilities of the present branch therein established under the provincial association if and when such present branch desires to join and is accepted by the Association, and shall in such event accept as members all persons who are members in good standing of such present branch; but no officer or member of any branch shall be personally liable as such for any debts, obligations or contracts of that branch, or of the Association, or of any other branch thereof.

OTTAWA : Printed by SAMUEL EDWARD DAWSON, Law Printer to the King's most Excellent Majesty.

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